



NOTICE OF SOLICITATION

SERIAL 12-02-ITN

INVITATION TO NEGOTIATE:

LAKE PLEASANT REGIONAL PARK COMMERCIAL DEVELOPMENT – RESORT AND COMMERCIAL PROPERTY

August 31, 2012

Dear Interested Parties:

Maricopa County is accepting proposals from Respondents, who are interested in providing the technical resources and financial backing in order to develop, operate, maintain, manage and improve commercial developments, including lodging, within the boundaries of Lake Pleasant Regional Park in an area referred to for purposes of this solicitation as Area 2, 3 and the Commercial Property. In addition, Area 4 may be considered for resort development with stipulations (See **Exhibit A – Scope of Services/Work/Specifications**).

An Invitation to Negotiate (“ITN”) is the procurement format selected by the County for purposes of this solicitation. The process closely parallels the traditional Request for Proposal (“RFP”); however, is slightly modified and a more appropriate solicitation format.

Maricopa County (County) is the largest county in Arizona with a population, based on the 2010 Census, in excess of 3.8 million residents. . Geographically, at 9,226 square miles, the County is one of the largest counties in the United States, larger than seven states.

Maricopa County Parks and Recreation Department (“MCPRD”), one of the largest regional park systems in the nation, is comprised of ten (10) parks encompassing in excess of 120,000 acres with an annual visitation in excess of two (2) million. Lake Pleasant Regional Park (“Park”) consists of 23,361 acres encompassing a lake that consists of approximately ten thousand (10,000) surface acres. The Park acreage is proposed to expand approximately five hundred ninety three (593) acres with the addition of the property identified in this ITN as the Commercial Property. (See **Exhibit A – Scope of Services/Work/Specifications**) This figure will be further refined as documents necessary to transfer management responsibilities of the property are finalized. Visitation to the lake is in excess of six hundred twenty thousand (620,000) visitors annually; State Route 74, which goes in front of the property identified as the Commercial Property, is one of the principle routes for vehicular traffic between Phoenix, AZ and Las Vegas, NV.

Existing recreational amenities throughout the Park include: camping, boating, hiking, swimming, fishing, picnicking, sunbathing, wildlife viewing, horseback riding, scuba diving and a full range of interpretative programs sponsored by the Park Ranger. Commercial facilities include: a 218 slip marina (with planned expansion of up to 544 slips) with a development cost in excess of twenty million dollars (\$20,000,000) and

restaurant. A zip line is proposed; however, has not been constructed as of the release of this ITN. Park-owned facilities include an operations center, visitor center and camp grounds.

The land encompassing Lake Pleasant Regional Park ("LPRP") is owned by the Bureau of Reclamation ("Reclamation"), and operated as a regional park by the MCPRD under a 1990 Recreational Management Agreement between Reclamation and Maricopa County. The Agreement identifies the long-term management strategies of LPRP with focus around the central themes including, but not limited to, management of all recreational activities within LPRP; maintain all lands that encompass LPRP; and to protect and preserve the lands that encompass LPRP. The current Agreement with Reclamation has a term of fifty (50) years, expiring June 1, 2040, with an additional renewal term of fifty (50) years.

This ITN will define the general requirements and basic services being sought by the County, as well as the proposal procedures, evaluation and award criteria, and other factors pertinent to this ITN. Any resultant agreement(s) will have a multi-year term with options to renew for up to a maximum of a period not to exceed the length of the 1990 Agreement with Reclamation (June 1, 2040) with a renewal option dependent upon renewal of the 1990 Agreement with Reclamation through 2090. (See **Exhibit B – Draft Agreement Pursuant to ITN**)

We invite Respondents to submit a proposal to us by **3:00 p.m., Arizona Time, on September 21, 2012** for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

Background Information:

MCPRD, in cooperation with Reclamation and the City of Peoria ("City") through its Economic Development Department, desires to expand commercial development on the lands that encompass LPRP. All development must be recreationally oriented and be open to the public. Commercial development for purposes of this Solicitation will be in the vicinity of the Marina (Area 2, 3 and 4) and the Commercial Property. (See **Exhibit A – Scope of Services/Work/Specifications**) The desire of the County, as part of this ITN, is to develop Areas 2, 3 and 4 and the Commercial Property. **Priority for selection of the Proposed Respondents will be to the Respondent that submits a response to that effect. Submission of responses to develop Area 2, 3 and 4 or the Commercial Property separately will be considered; however, at a lower priority due to the preference of the County.**

Types of developments of interest to the County in Area 2, 3 and 4 would include, but not be limited to, such things as a resort and spa, equivalent to a 4-star rating or higher, and all associated amenities - developments that would maximize the recreational experience to the public. The facility must be open to the public for public use and timeshare/partial ownership of the property/facility will not be considered. The County will entertain proposals that consist of the primary facility encompassing hotel-type rooms, spa, restaurant and necessary maintenance facilities; additional rooms could be considered such as stand-alone casitas to be used by the recreating guests. Additional resort recreation amenities, as part of the facility, would also be favorably considered.

Types of development of interest to the County for the area identified as the Commercial Property would include such things that would enhance the recreational experience of guests visiting Lake Pleasant Regional Park and the amenities located at the Lake and traveler on State Route 74. Items, although not all inclusive, to be considered would be a gas station, convenience store, bait shop, boat repair facility and boat sale facility. The intent is that these items would be located within area identified as "Commercial Property" – a thirty (30) acre parcel which could possibly be expanded as may be required by the Proposal, located within the larger area. The remaining acreage of the area identified as the Commercial Property is for recreation-related ventures, i.e. equestrian development, Off-Highway Vehicle ("OHV") park and subsequent development of the trail network, development of a "rafting" course, etc. The County will entertain any reasonable proposals and evaluate them against policy, procedures and development guidelines.

Operation and management of developments may have some restrictions imposed; however, these will be identified upon submission of proposals. Preliminary questions/known restrictions may be addressed during the Pre-Proposal Conference upon the request of the attendees.

The benefits of developing within Lake Pleasant Regional Park and in cooperation with the County include:

1. No land acquisition costs;
2. No property taxes;
3. Financing potential from the City of Peoria;
4. Current Park visitation in excess of 600,000 visitors annually;
5. Existing Park infrastructure and amenities; and
6. Lakefront property.

As previously reference, the Commercial Property is currently not incorporated into the Park boundary; however, actions are on-going between the County and Reclamation. It is the intent of both Parties that this process will occur and should be completed prior to the County entering into a formal agreement with the Selected Proposer.

Developments currently accepted as part of the 1995 Lake Pleasant Regional Park Master Plan, are identified in **Exhibit A – Scope of Services/Work/Specifications**.

Timeline Requirement:

From the time of submittal of the Proposal in response to the ITN, the following will be completed within the time frame specified unless otherwise prevented due to complications in the completion of required environmental studies, planning or permitting.

1. The Proposal Evaluation Committee will complete its review of the Proposals within sixty (60) days and a formal agreement will be entered into within twelve (12) months.
2. The selected respondent will provide documentation from a financial institution demonstrating that funding is available to complete the proposed project within the time frame specified in the Agreement. The project may be completed in phases.
3. The selected respondent will complete the required environmental studies within two (2) years from the Effective Date of the Agreement.
4. The selected respondent will complete planning and permitting requirements for the initial phase (s) if phased or the entire project if not phased within three (3) years from the Effective Date of the Agreement.
5. The selected respondent will complete the Initial phase or will have attained project completion within four (4) years from the Effective Date of the Agreement.
6. The selected respondent will have obtained a Certificate of Occupancy and the initial phase or project will be open to the public within four (4) years from the Effective Date of the Agreement.
7. The selected respondent will complete subsequent phases of development within the time frame specified in the final agreement.

Respondent responsibilities include, but are not limited to:

1. Submit a complete response to the ITN, within the time frame specified. The response must clearly indicate if the response is inclusive of the Resort (Areas 2, 3 and 4) and the Commercial Property or is inclusive of only one of the areas in which that area is clearly identified;
2. The response must include responses to all areas identified in the ITN and must be of sufficient detail to clearly identify the project and strengths of the respondent. The response must clearly state why this proposal and Proposer should be selected;
3. Complete all required studies such as a Cultural Resource Survey and Environmental Assessment;
5. Obtain all required permits for the construction of the proposed project. Permitting and approval agencies may include, but are not limited to, the City of Peoria, Maricopa County, Arizona Department of Environmental Quality, the United States Army Corps of Engineers and the Maricopa County Association of Governments. The Respondent will be responsible for identification of the appropriate permitting agencies and the payment of all fees unless otherwise stated in the final agreement;
6. Develop the infrastructure in support of the proposed project unless otherwise stated in the final agreement;
7. Pay all monthly usage fees associated with the proposed project, i.e. fee payments as outlined in the final agreement, monthly usage utility fees, etc., unless otherwise stated in the final agreement; and
8. Pay development, operational, maintenance and improvement costs associated with the proposed project unless otherwise stated in the final agreement.

County responsibilities include, but are not limited to:

1. The County will initiate an Invitation to Negotiate (“ITN”) process with the developers, brokers, and/or operators. The ITN process will follow the Maricopa County Procurement Code;
2. Facilitate and assist, where possible, per existing agreements, actions with Reclamation such as:
 - 2.1 Amendment of the Park Master Plan;
 - 2.2. Environmental and other studies as may be required;
 - 2.3 Expansion of Park boundaries to include the area identified as Commercial Property (See **Exhibit A – Scope of Services/Work/Specifications**);
 - 2.4 Encourage Reclamation to be involved with the procurement process, identification of the Successful Proposer and development of the final agreement between the County and the Successful Proposer; and
 - 2.5 Assist with the identifying of development restrictions, concerns, etc.
3. Facilitate and assist, where possible, per existing agreements, actions with the City of Peoria such as:
 - 3.1 The City providing funding opportunities for development soft costs such as environmental, cultural and planning studies;
 - 3.2 The City amending, as necessary, it’s General Plan and Zoning to allow a development opportunity after it has been determined that such amendment is in its best interest;

- 3.3 The City providing, based on qualified developers, Investment Development Authority (“IDA”) funding opportunities as available; and
- 3.4 Encourage the City to be involved with the procurement process, identification of the Successful Proposer and development of the final agreement between the County and the Successful Proposer.
4. Facilitate, where possible, the meeting of timelines as stipulated in the ITN and final agreement;
5. Provide data, if available, to assist in the preparation of required environmental and cultural surveys or other studies as may be required;
6. Facilitate all procurement actions necessary to reach a final agreement to be presented to the Maricopa County Board of Supervisors (“Board”);
7. Provide contractual oversight of the proposed project upon the Effective Date;
8. Identify land within LPRP for development opportunities;
9. County will pursue amendment, as needed, of its Park Master Plan to allow a development opportunity after it has been determined in the County’s best interest to do so;
10. County will assist in contacting and working with agencies that have an interest in, or jurisdiction of, the lands around Lake Pleasant Regional Park and the development site, such as, but not limited to: Reclamation, Army Corps of Engineers, any water districts, Central Arizona Project, any flood control districts, and any other private utility or governmental agency; and
11. Provide, if available, all pertinent “as-built” drawings related to LPRP construction.

Joint Responsibilities include, but are not limited to:

1. MCPRD, with support of the City and Reclamation requested, and the Successful Proposer will identify developable sites with the greatest potential of private sector investment and revenue returns;
2. MCPRD, with support of the City and Reclamation requested, and the Successful Proposer will jointly prepare a Site Opportunity and Constraint Analysis which considers: circulation, access, parking, infrastructure availability, topography and environmental conservation;
3. MCPRD, with the support the City and Reclamation requested, will jointly develop an analysis of market opportunities including: recreational demand drivers, demographics of lake users and the market for preferred uses;
4. MCPRD agrees to cooperate fully in the negotiation process as pertains to the ITN. A representative of the City and Reclamation will be asked to be part of the Proposal Evaluation Committee; and
5. MCPRD, with assistance requested of the City, will cooperate in securing additional resources that may be advantageous to the project.

Proposal Process: (See **Exhibit C – Proposal Process**)

Proposal Components:

1. All Proposals must be submitted in the format identified in the ITN;

2. All Proposals are to be sealed, signed, and marked: **Lake Pleasant Commercial Development – Resort and Commercial Property – Serial 12-02-ITN**. All inquiries relative to this Solicitation should be directed to the Contract Administrator, Maricopa County Parks and Recreation Department, 234 N. Central Avenue, Suite 6400, Phoenix, Arizona 85004;
3. The Maricopa County Board of Supervisors reserves the right to reject any and all Proposals;
4. Respondents should submit a proposal providing the following information and in the sequence identified below:
 - 4.1 General background information on the Respondent's firm. Include up to three (3) other successful public projects of similar scope. Include up to three (3) other successful private projects of similar scope. Include experiences where you demonstrated excellence in environmental protection and conservation principles, methods and techniques. Include knowledge of environmental laws as they pertain to the operation of the proposed project; (See **Exhibit D - General Background Information**)
 - 4.2 Identification of key personnel that would be involved in any resultant agreement; (See **Exhibit E – Identification of Personnel**)
 - 4.3 List three (3) governmental agencies or private firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history. References to be listed should be those in which you have conducted similar business with as for the proposed project; (See **Exhibit F – References**)
 - 4.4 Provide a response indicating how the Respondent will fulfill requirements of the Scope of Work, or how Respondent will meet specifications. Include in your response reference to a proposed fee schedule payable to the County; a Pro-Forma and development timeline if different from what is outlined in the ITN; (See **Exhibit G – Fulfill Scope of Work Requirements**)
 - 4.5 Identify your financing plan as to how the proposed project will be developed, operated, maintained and improved upon. Provide preliminary documentation that support the internal availability of equity funds to finance any portion of your Proposal not financed with debt. Identify possible lenders and terms; and audited financial statements from the Proposer and joint venture partners; (See **Exhibit H – Financial Plan**)
 - 4.5 Respondent's experience providing the services, or goods for which submitting a proposal; (See **Exhibit I – Experience**)
 - 4.6 Confirmation that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency; (See **Exhibit J – Debarred/Suspended**)
 - 4.7 Any other information deemed relevant or important for the County to consider; (See **Exhibit K – Other Information**)
 - 4.8 Completed Attachment A; and
 - 4.9 Completed Attachment B.

Proposals should show all information necessary in order for the County to determine each Respondent's qualifications and ability to provide the services being sought.

All administrative information concerning this ITN can be located at <http://www.maricopa.gov/parks>. Any addenda to this ITN will be posted on the Maricopa County Parks and Recreation Department's website under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Contract Administrator in accordance with Section MC1-905 of the Code.

NOTE: Maricopa County Parks and Recreation Department publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: <http://www.maricopa.gov/parks>.

Evaluation of Proposals – Proposal Process and Selection Factors:

A Proposal Evaluation Committee shall be appointed, chaired by the Parks and Recreation Department to evaluate and score the Proposals based on the criteria listed in **Exhibit C – Proposal Process**. All proposals will be evaluated for compatibility with the County's goals and objectives. The proposals shall be reviewed in conjunction with the experience of the Respondent in working with similar programs. Additional information may be requested from any or all of the Respondents during the evaluation process. The County reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the County. At the County's option, Respondents may be invited to make presentations to the Proposal Evaluation Committee. The County will conduct negotiations with the highest rated Respondent(s) and will not be obligated to conduct negotiations with others. Evaluation criteria and corresponding evaluation factor are listed in **Exhibit C – Proposal Process**.

Your signed response to this ITN indicates your agreement to these conditions.

Submission Guidelines

All Proposals are to be sealed, signed, and marked: **Lake Pleasant Commercial Development – Resort and Commercial Property – Serial 12-02-ITN**.

Proposals must consist of one (1) original hard copy,, plus three (3) CDs in pdf format. Proposals are due no later than **3:00 p.m., Arizona Time on September 21, 2012**, to:

Maricopa County Parks and Recreation Department
234 N. Central Avenue, Suite 6400
Phoenix, Arizona 85004
Attn: Contract Administrator

Any questions or explanations concerning this letter must be submitted via e-mail to the Contract Administrator at emilymiller@mail.maricopa.gov. Only those questions received in writing will receive a response.

Respondents to this ITN and their agents may only contact the Contract Administrator Maricopa County Parks and Recreation Department during this procurement process. If Respondents contact any other employee of the County, including the Proposals Evaluation Committee members regarding this ITN before the final agreement has been awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

Respectively,

Emily Miller
Contract Administrator

Exhibits:

Exhibit A: Scope of Services/Work/Specifications.

Exhibit B: Draft Agreement Pursuant to ITN.

Exhibit C: Proposal Process.

Exhibit D: General Background Information.

Exhibit E: Identification of Personnel.

Exhibit F: References.

Exhibit G: Fulfill Scope of Work.

Exhibit H: Financial Plan

Exhibit I: Experience.

Exhibit J: Debarred/Suspended.

Exhibit K: Other Information.

Attachments:

Attachment A;

Attachment B;

Cc. Wes Baysinger, Director, Materials Management

EXHIBIT A – SCOPE OF SERVICES/WORK/SPECIFICATIONS

SCOPE OF SERVICES:

1. Design a commercial proposed project with a recreational theme open to the public. Representative proposed projects, although not all inclusive, would be:
 - 1.1 Resort and Spa.
 - 1.1.1 Included as part of **Exhibit A – Scope of Services/Work/Specifications** is an extract from the LPRP Master Plan as it pertains to Areas 2, 3 and 4. Major deviation from what is stated in the Master Plan may require Plan amendment(s).
 - 1.1.2 The County would consider placement of separate facilities inclusive of hotel/resort sleeping rooms, administrative and support facilities and individual casitas.
 - 1.1.3 Resort facilities must be available to the public.
 - 1.1.4 Lodging will be based upon availability at the time reservations are made. Lodging facilities will be for rental only – no “unit sales” will be permitted. By definition, units are meant to mean individual rooms or casitas designed for guests to stay in. Units may or may not be equipped with cooking facilities; however, will be equipped with sleeping and restrooms.
 - 1.1.5 Extended lodging rental agreements will be considered; however, if the intent is to do so, the Responder must state that intent in the ITN response. Duration and number of units eligible for the extended rental agreement will be agreed upon as part of the negotiated Use Management Agreement and be in accordance with current guidelines, policy or statutes.
 - 1.1.6 Provide attentive service and total consideration for the guests’ convenience, comfort and care.
 - 1.1.7 Desired on-site or available amenities would include such things as, but not limited to: swimming pools, spa, restaurant, miniature golf, equestrian facilities, hiking, convenience store, fitness center and recreation center or other resort recreation amenities.
 - 1.1.8 The Respondent is encouraged to submit responses that would compliment, not compete, with existing or proposed amenities within Lake Pleasant Regional Park.
 - 1.1.9 Area 4 may be considered for resort development with the following stipulations:
 - 1.1.9.1 Based on the extent of proposed use of Area 4 a Park Master Plan Amendment may be required;
 - 1.1.9.2 Unless otherwise agreed upon, **all** costs associated with any master plan amendment(s) due to the use of Area 4 including, but not limited to, all associated studies and public meetings shall be borne by the successful bidder should they wish to pursue use of portions of Area 4;
 - 1.1.9.3 Development or use of Area 4 is not guaranteed and may be precluded by factors including, but not limited to, public comment, detrimental environmental or cultural findings, other factors unknown at this time and future studies; and,
 - 1.1.9.4 The Bureau of Reclamation and Maricopa County Parks and Recreation Department shall at their sole discretion, determine the inclusion or exclusion of any and all portions of Area 4.

1.2 Commercial Property.

1.2.1 Types of development of interest to the County for the area identified as the Commercial Property would include such things that would enhance the recreational experience of guests visiting Lake Pleasant Regional Park and the amenities located at the Lake and traveler on State Route 74. Items, although not all inclusive, to be considered would be a gas station, convenience store, bait shop, boat repair facility and boat sale facility. The intent is that these items would be located within area identified as “Commercial Property”, of which total area required in excess of the thirty (30) acres identified, must be stated in the Proposal.

1.2.2 The remaining acreage of the area identified as the Commercial Property is for recreation-related ventures, i.e. equestrian development, Off-Highway Vehicle (“OHV”) park and subsequent development of the trail network, development of a “Rafting” course, etc. The County will entertain any reasonable proposals and evaluate them against policy, procedures and development guidelines.

2. The desire of County is that the proposed project shall be a year-round operation.
3. Maps of the area referred to as Lake Pleasant Regional Park – Resort (Areas 2, 3 and 4) are provided within this Exhibit. Specific site selection will be part of the overall ITN, final agreement and permitting/required studies process.
4. Maps of the area referred to as Lake Pleasant Regional Park – Commercial Property and Commercial Property are provided within this Exhibit. Specific site selection will be part of the overall ITN, final agreement and permitting/required studies process.

Exhibit A – Scope of Services/Work/Specifications (Continued)

Map – Lake Pleasant Regional Park

Map Published Separately

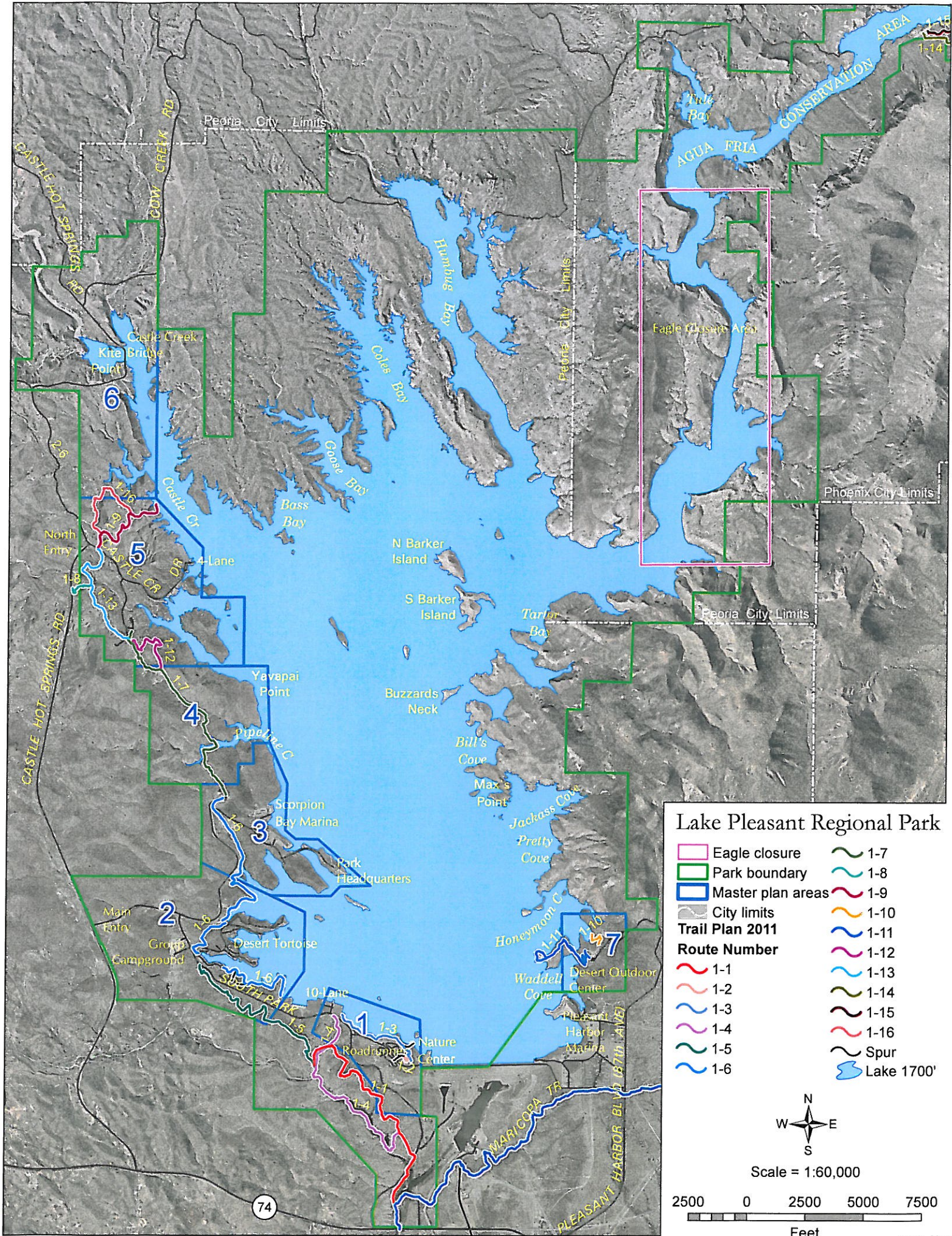
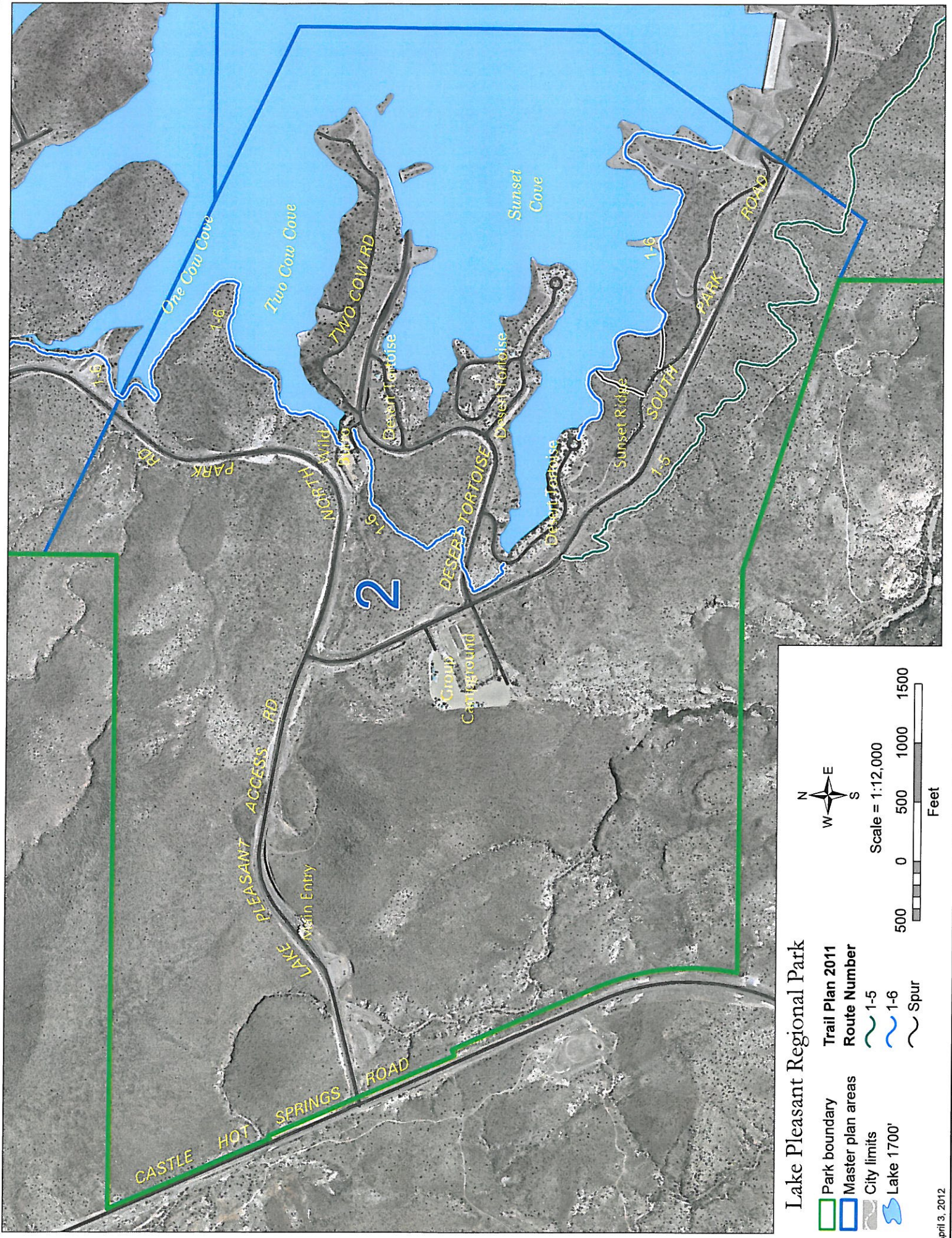


Exhibit A – Scope of Services/Work/Specifications (Continued)

Map – Area 2

Map Published Separately



Lake Pleasant Regional Park

- Park boundary
 - Master plan areas
 - City limits
 - Lake 1700'
- | Trail Plan 2011 | Route Number |
|-------------------------------------|--------------|
| ~ | 1-5 |
| ~ | 1-6 |
| ~ | Spur |

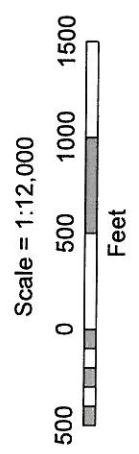


Exhibit A – Scope of Services/Work/Specifications (Continued)

Map – Area 3

Map Published Separately

Lake Pleasant Regional Park

-  Park boundary
-  Master plan areas
-  Lake 1700'
- Trail Plan 2011**
- Route Number**
-  1-6
-  1-7

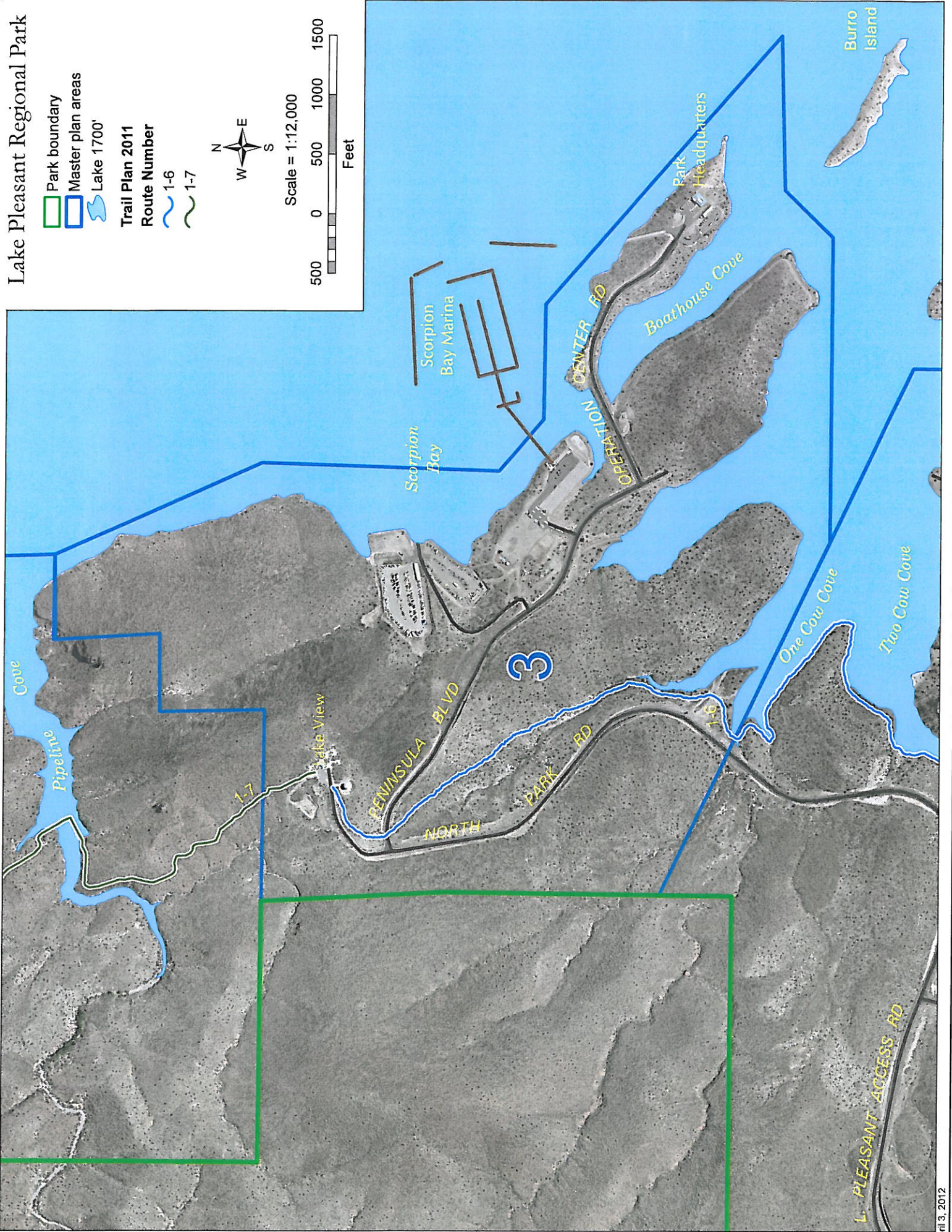
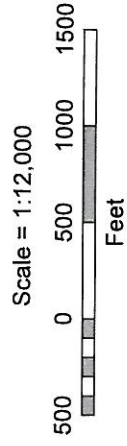
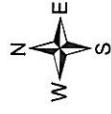


Exhibit A – Scope of Services/Work/Specifications (Continued)

Map – Area 4

Map Published Separately

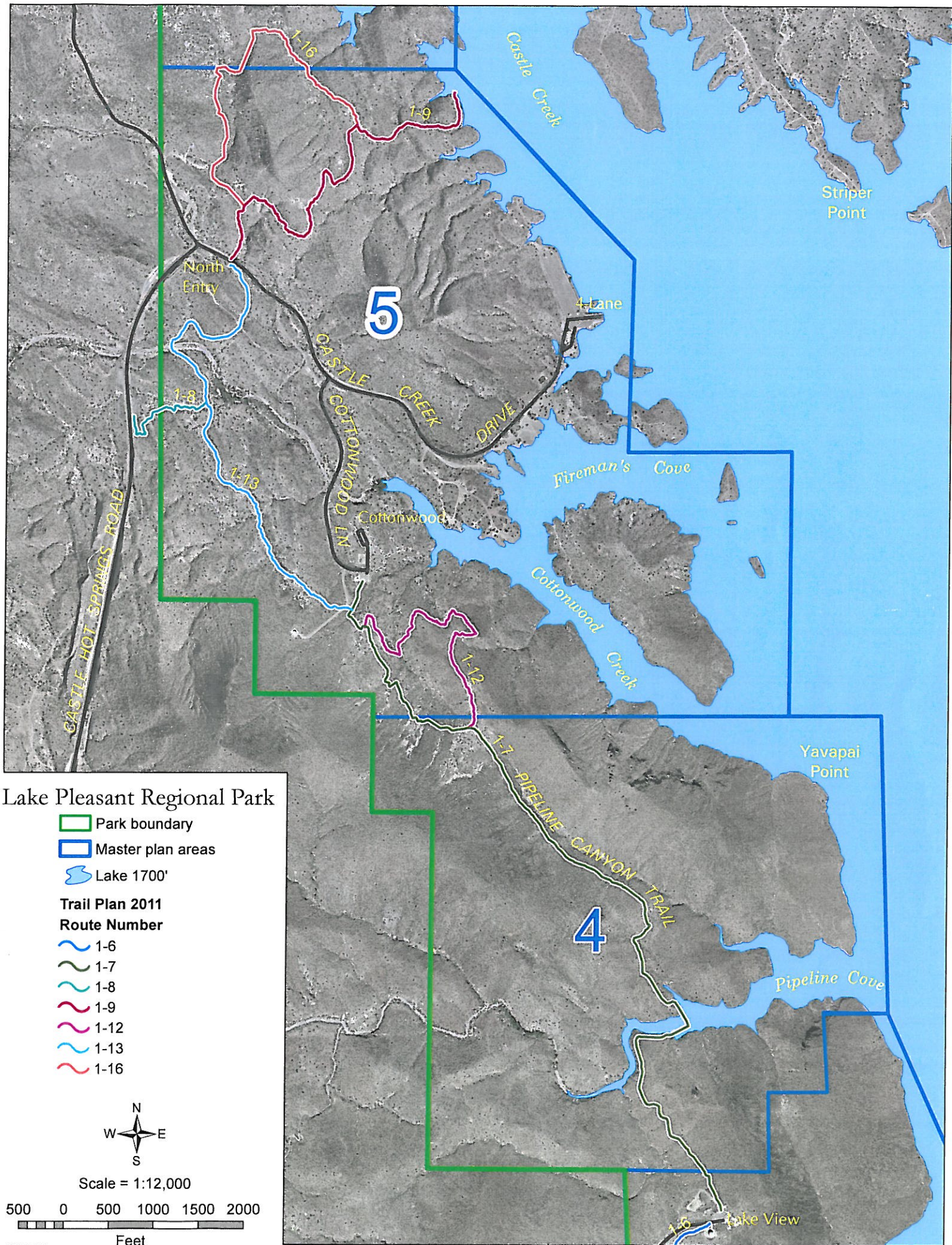


Exhibit A – Scope of Services/Work/Specifications (Continued)

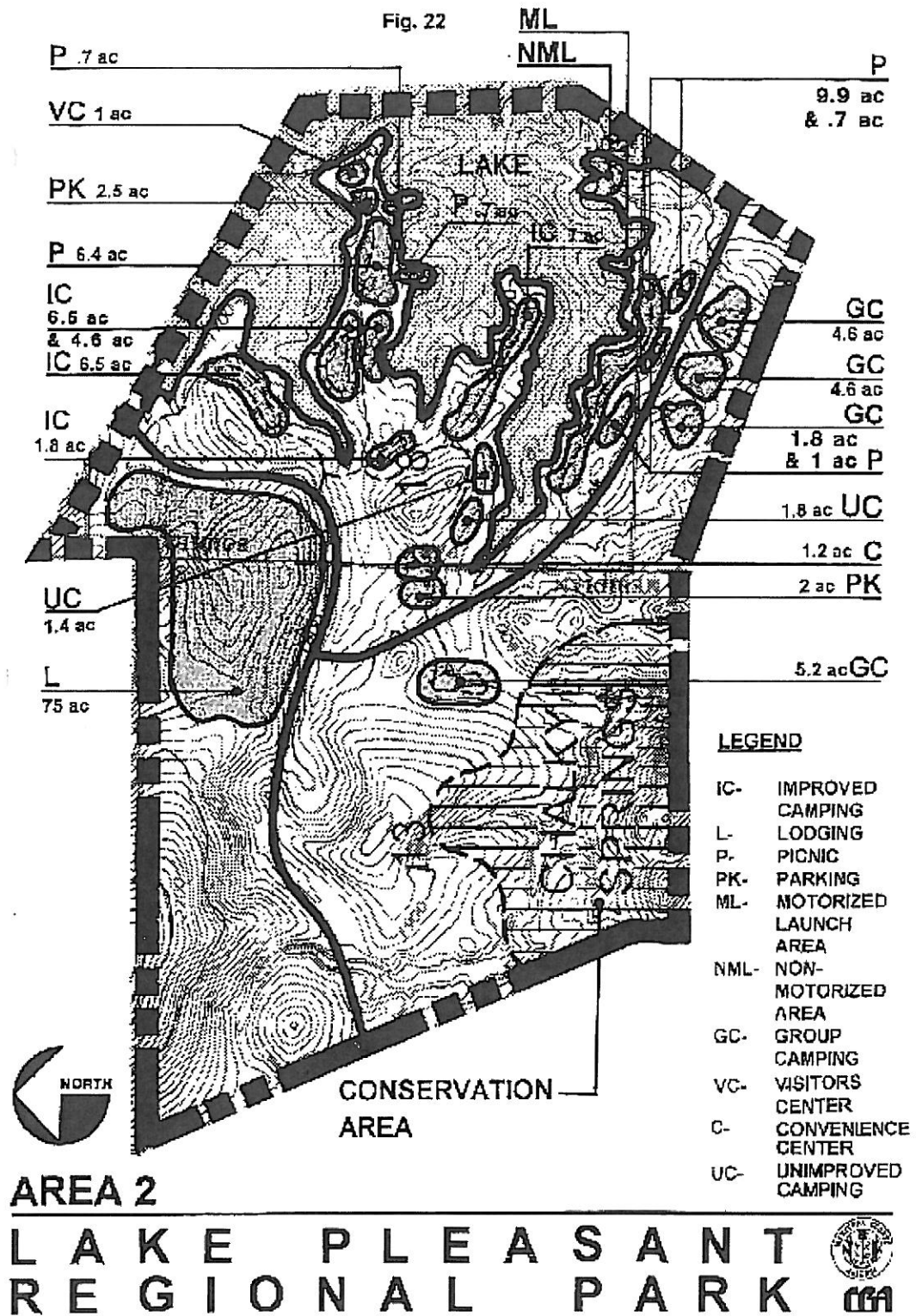


Exhibit A – Scope of Services/Work/Specifications (Continued)

AREA 2 – AS STATED IN THE LAKE PLEASANT REGIONAL PARK MASTER PLAN:

1. Area 2 is located along the upper portion of South Park Road and the southwest portion of North Park Road. The developable area is primarily along the lake edge with the majority characterized by two (2) large peninsulas extending easterly into the lake. The area is characterized by the following:
 - A. Existing water rights may impact Chalky Springs area.
 - B. Mineral rights adjacent to proposed lodging site.
 - C. Chalky Springs conservation area impacts development area.
 - D. Excellent views and orientation to the lake from shore and peninsulas.
 - E. Vegetation is sparse; Palo Verde/Saguaro community.
 - F. Sites along shore and peninsulas protected from NW winds by mountains to the north and west.
 - G. Soil type limitations indicate severe restrictions for structures, roads, and absorption fields.
 - H. Area around junctions of North and South Park Roads occurs in are of high (6+ sites) number of cultural resource sites.
2. The following facilities are currently built or have been designed in this area:
 - A. Seventy six (76) unit improved campsite facility (Desert Tortoise Campground).
 - B. North Park Road – Phase I.
3. Facilities include group camping, picnic, and improved camping sites. A small commercial area will also be located near the junction of North and South Park Roads. The main features of this area will be the Desert Tortoise Peninsula (which will accommodate a seventy six (76) unit improved campground facility, picnic sites and a beach area all with lake frontage views.

This area also includes a seventy five (75) acre site located on the west side of North Park Road designated for lodging facilities.

4.The preferred option develops Area 2 as follows:

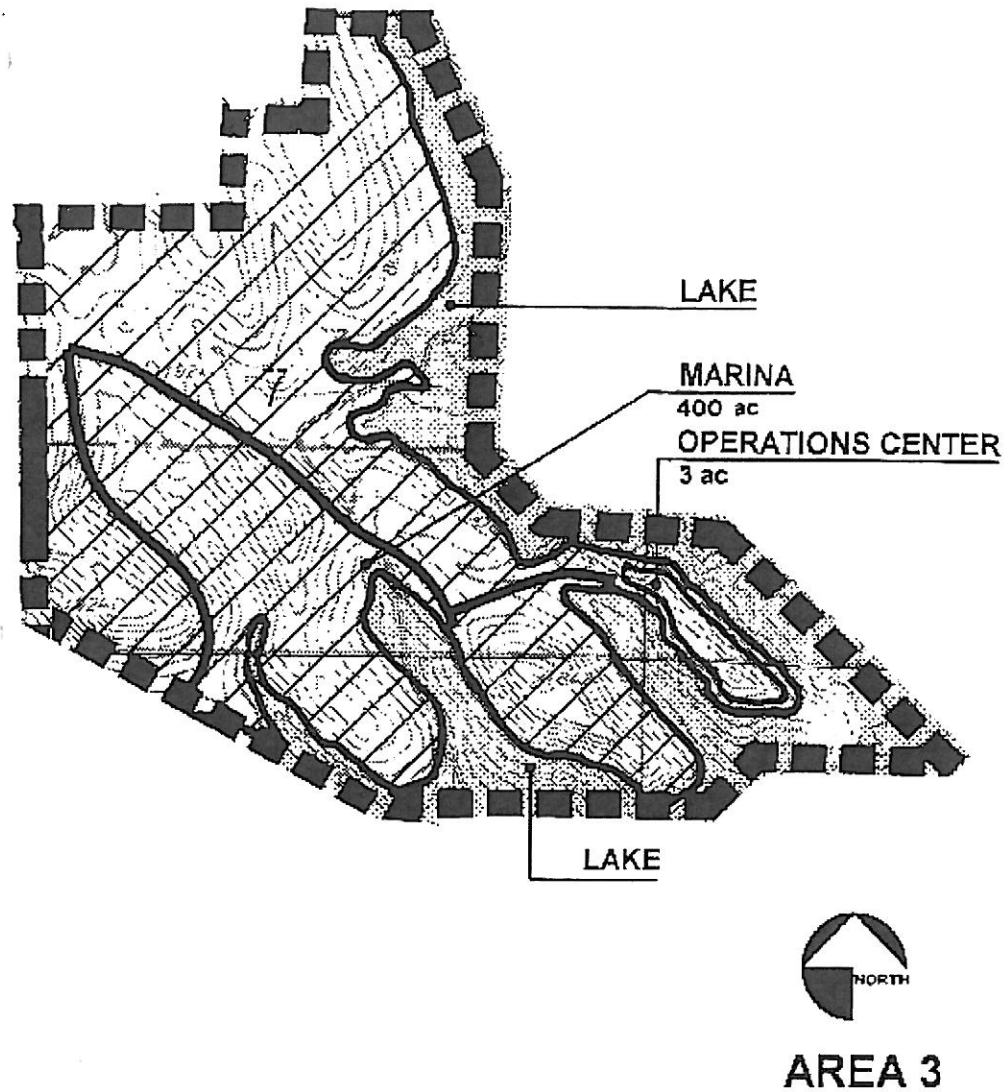
[I assume AC and D.A. are known terms?]			<u>AC</u>	<u>#</u>
<u>Sites</u>	<u>% of D.A.</u>			
Improved Camping	27.4	137	19	
Group Camping	13.8	3	12	
Picnic Areas	21.2	127	14	
Group Picnic	3.2	2	0	
*Lodging	75	1	51	
Visitors Center	1	1	0.6	
Parking	4.5	2	3	
Convenience Center	<u>1.2</u>	<u>1</u>	<u>0.8</u>	
Total Developed Area	147.3 AC			

*Discussions with Reclamation indicate that lodging can be located within Areas 3 and 4 even though the current Master Plan states Area 2. This may require administrative action to be completed between the County and Reclamation, up to [what does “up to” mean? including?] the revision of the park master plan. Development stipulations for Area 4 will be necessary. During the same discussions about possible relocation of lodging from Area 2 to Areas 3 and 4, Reclamation also indicated that they were not opposed to an increase of acreage which would be addressed in the Master Plan revision and during the subsequent environmental studies that may be required from the current acreage of seventy five (75) as stated in the Master Plan.

Exhibit A – Scope of Services/Work/Specifications (Continued)

AREA 3 – AS STATED IN THE LAKE PLEASANT REGIONAL PARK MASTER PLAN:

Fig. 23



LAKE PLEASANT REGIONAL PARK



Exhibit A – Scope of Services/Work/Specifications (Continued)

1. Area 3 is located east of the junction of North Park Road and Peninsula Road along the lake edge. The dominant feature of this area is the large peninsula which will be the major feature of the marina and Operations Center sites. The following features characterize this site:

- A. Excellent orientation to the water.
- B. No known mineral or water rights impact this area.
- C. Limited areas of less than 15% slope.
- D. Vegetation is sparse Palo Verde/Saguaro community.
- E. Coves and inlets south of peninsula offer protected areas from winds and rough water.
- F. Mountains from the west provide protection from westerly winds.
- G. Soil type limitations indicate severe restrictions for structures, roads, and absorption fields.
- H. No cultural resources impact the area.

2. The following facilities are currently designed for this area:

- A. Four Hundred (400) Acre Marina Facility (Actual marina is comprised of approximately two hundred seventy six (276) acres).

The dominant feature of this area will be the four hundred (400) acre marina facility located primarily along Peninsula Road. Facilities within the marina site will include:

- Roads, water, electricity and telephone service from Peninsula Road (Peninsula Road is approximately two thousand (2,000) feet from the proposed boundary of the marina site.
- Boat ramp, a minimum of five (5) lanes (each fifteen [15] feet) for public use.
- Parking, minimum of five hundred (500) spaces (aggregate).
- Wet storage, minimum of two hundred fifty (250) boat slips.
- Dry storage, minimum of one hundred fifty (150) units.
- Wastewater Treatment Facility.
- Watercraft Fueling Station.
- Snack Bar (sale of convenience items), maximum capacity of 30 persons.
- Watercraft rental.
- Fish cleaning station.
- Beach area minimum of ¼ mile in length, to be seasonal from May 1 to September 1 and to meet a minimum water level elevation of 1,670'.
- RV Park, minimum of fifty (50) spaces.
- Camping area, minimum of fifty (50) spaces, semi-private/primitive with restroom facilities.
- Watercraft Repair Facility.
- Picnic area, minimum of one hundred (100) family units.

- B. Operations Center.

The main peninsula is also the site of the five thousand six hundred (5,600) square foot ("S.F.") Operations Center which will provide office, communications, first aid, and support spaces for the Maricopa County Recreation Services Department, Maricopa and Yavapai County Sheriff's Department and the Arizona Game and Fish Department. A four thousand one hundred (4,100) S.F. boathouse will also accompany this facility.

- Five thousand five hundred (5,500) S. F. building with offices, first aid facilities, and support spaces.
- Four thousand one hundred (4,100) S. F. boathouse with fifteen thousand six hundred (15,600) S.F. outdoor storage compound and fuel storage.
- Helipad.

Exhibit A – Scope of Services/Work/Specifications (Continued)

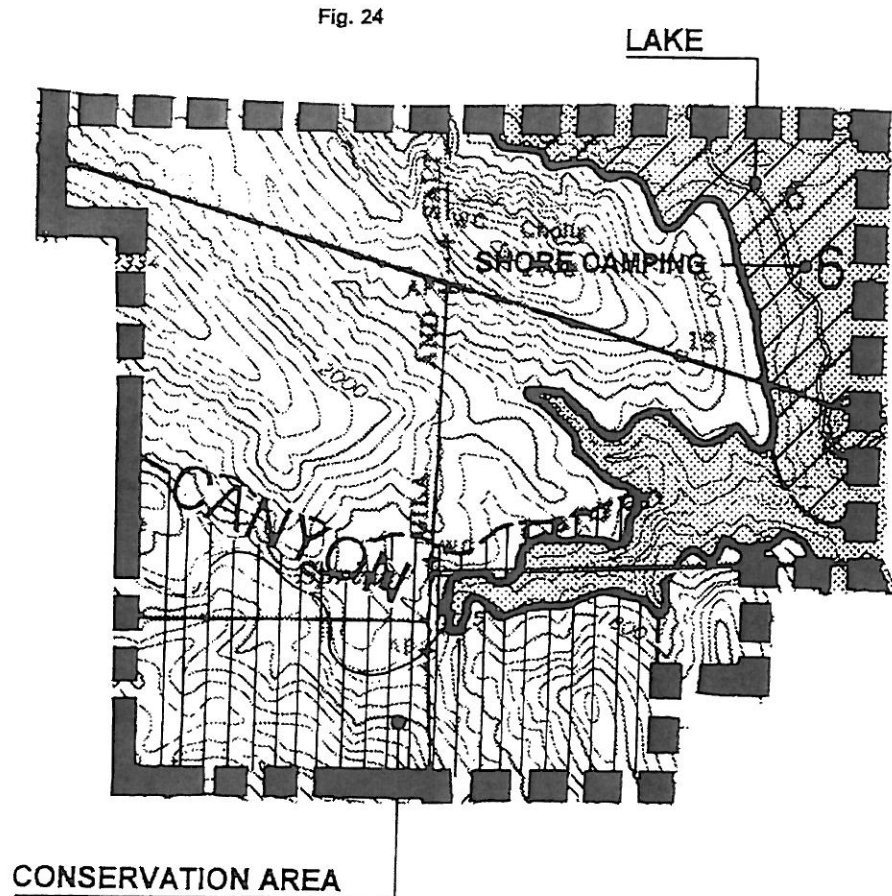
3. Proposed Development for Area 3 is as follows:

	<u>AC</u>	<u># Sites</u>
Marina	400	1
Operations Center	<u>3</u>	<u>1</u>
Total Developed Area	403 AC	

*[Wouldn't you make the same changes to this paragraph that were made to this same paragraph on page 16?] Discussions with Reclamation indicate that lodging can be located within Areas 3 and 4 even though the current Master Plan states Area 2. This may require administrative action to be completed between the County and Reclamation, up to [including?] the revision of the park master plan. Development stipulations for Area 4 will be necessary. During the same discussions about possible relocation of lodging from Area 2 to Areas 3 and 4, Reclamation also indicated that they were not opposed to an increase of acreage which would be addressed in the Master Plan revision and during the subsequent environmental studies that may be required from the current acreage of seventy five (75) as stated in the Master Plan.

Exhibit A – Scope of Services/Work/Specifications (Continued)

AREA 4 – AS STATED IN THE LAKE PLEASANT REGIONAL PARK MASTER PLAN:



LAKE PLEASANT
REGIONAL PARK



Exhibit A – Scope of Services/Work/Specifications (Continued)

Map – Commercial Property

Map Published Separately

Lake Pleasant Regional Park

Commercial Property

- Commercial property
- Proposed park addition
- Park boundary



Scale = 1:12,000

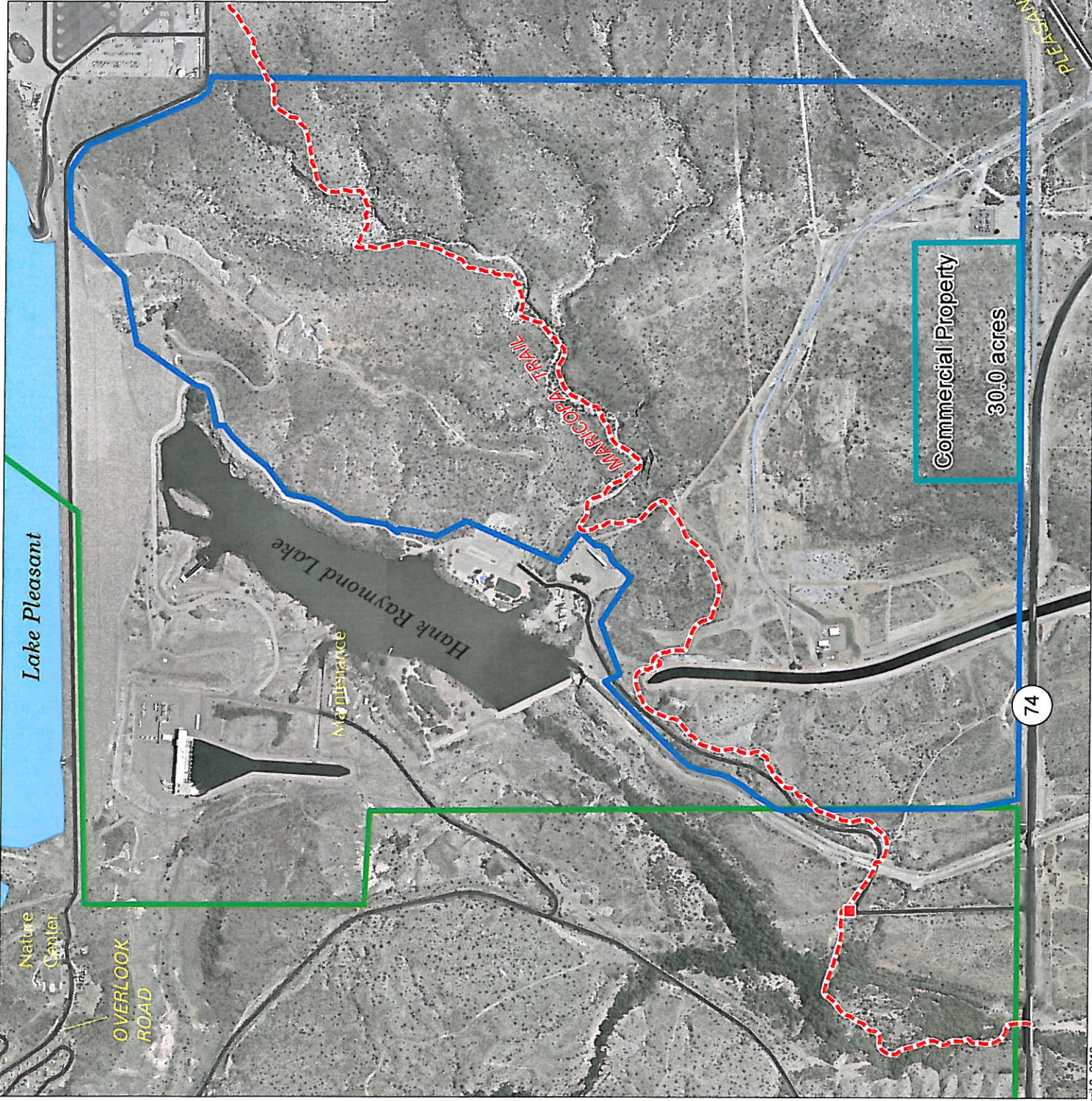
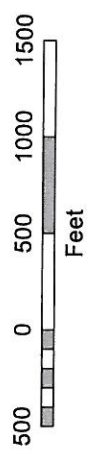


Exhibit A – Scope of Services/Work/Specifications (Continued)

The Commercial Property generally runs north of State Route 74 to a point south of Pleasant Harbor Marina property; and east of the dam structure, and area known as Hank's Lake to a point west of Pleasant Harbor Boulevard, an area being comprised of approximately five hundred ninety three (593) acres or as further refined upon the County assuming management responsibilities from Reclamation. This area is currently located outside of the Park; however, efforts are on-going to incorporate this area, currently maintained by Reclamation, under MCPRD/County control and in-turn, Reclamation has agreed to include this area for commercial development – recreationally oriented and to be incorporated into this ITN. Within the overall area, located in the southeast corner, is a thirty (30) acre identified as “Commercial Property”. The following features characterize this site:

1. Access to Highway 74;
2. Vegetation is sparse;
3. Areas of relatively level terrain;
4. There has not been an environmental assessment completed for this property at the time of release of the ITN; and
5. This area requires inclusion into the Park Master Plan; however, this will not adversely impact the ITN process. As a result, there are no facilities, other than those desired/as stated in the ITN, designed for use in this area.

SCOPE OF WORK/SPECIFICATIONS:

1. Resort and Spa.
 - 1.1 In the context of this ITN, Resort and Spa refers to a development equivalent to a 4-star rating or higher. Amenities to be considered could include, but not limited to, a full service spa; two hundred (200) rooms for guests or larger, tennis courts or other recreational amenities or access to – coordination with other recreational amenities currently or be located on or near the lake is encouraged; consideration of a small convenience store is encouraged; development of a restaurant or eating establishment should be considered or coordination with existing eating facilities is encouraged; exercise facility; and a swimming pool designed for year-around use. Other resort style recreation amenities will also be considered. Lodging can consist of individual units, i.e. casitas or a combination of casitas and “hotel” accommodations. The entire complex must be open to the public; partial ownership will not be permitted. The Proposal must clearly state the proposed development and amenities.
 - 1.2 Site and Complex development can be phased based on demand. The Respondent will provide, as part of their Proposal, the anticipated timeline for development of sites, facilities and amenities.
 - 1.3 Unless otherwise stated in the final agreement, the Respondent is responsible for all design, permitting, infrastructure development and initial and future development and all associated costs.
 - 1.4 Unless otherwise stated in the final agreement, the Respondent is responsible for monthly usage fees, operational and maintenance costs pertaining to proposed project.
 - 1.5 Unless otherwise stated in the final agreement, the Respondent is responsible for setting aside funds for capital improvements.

Exhibit A – Scope of Services/Work/Specifications (Continued)

2. Commercial Property.

- 2.1 Types of development of interest to the County for the area identified as the Commercial Property would include such things that would enhance the recreational experience of guests visiting Lake Pleasant Regional Park and the amenities located at the Lake and traveler on Highway 74. Items, although not all inclusive, to be considered would be a gas station, convenience store, bait shop, boat repair facility and boat sale facility. The intent is that these items would be located within area identified as “Commercial Property” within the Commercial Property. The Proposal must clearly state the proposed development and amenities.
- 2.2 The remaining acreage of the area identified as the Commercial Property is for recreation-related ventures, i.e. equestrian development, Off-Highway Vehicle (“OHV”) park and subsequent development of the trail network, development of a “rafting” course, etc. The County will entertain any reasonable proposals and evaluate them against policy, procedures and development guidelines. The Proposal must clearly state the proposed development and amenities.
- 2.3 Site and Complex development can be phased based on demand. The Respondent will provide, as part of their Proposal, the anticipated timeline for development of sites, facilities and amenities.
- 2.4 Unless otherwise stated in the final agreement, the Respondent is responsible for all design, permitting, infrastructure development and initial and future development and all associated costs.
- 2.5 Unless otherwise stated in the final agreement, the Respondent is responsible for monthly usage fees, operational and maintenance costs pertaining to proposed project.
- 2.6 Unless otherwise stated in the final agreement, the Respondent is responsible for setting aside funds for capital improvements.

EXHIBIT B – DRAFT COUNTY AGREEMENT

(Published Separately)

EXHIBIT B - DRAFT COUNTY AGREEMENT

(Draft Agreement is included to illustrate type of provisions desired by the County . Final terms of the Agreement will be determined based on negotiations of the Parties)



Maricopa County

Parks and Recreation

**Use Management Agreement
Between
Maricopa County
And**

Comment [t1]: Insert Name of Proposed Project

**To Develop, Operate, Maintain, Manage and Improve the
_____ at Lake Pleasant Regional Park -
Resort (Area 2 and 3) and Commercial Property**

Comment [t2]: Insert name or type of facility

TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Recitals.....	5
Agreement.....	6
1. General Terms.....	6
1.1 Incorporation of the RFP.....	6
1.2 Scope	6
1.3 Development.....	7
2. Term and Termination.....	7
2.1 Effective Date.....	7
2.2 Contract Year.....	7
2.3 Term and Renewal Option.....	7
2.4 Ownership of Improvements upon Expiration or Termination.....	7
2.5 Termination due to Conflict of Interest	8
2.6 Termination for Cause	8
2.7 Termination by the Parties	8
2.8 Hold Over.....	8
3. Accounting and Fees.....	9
3.1 Accounting Records.....	9
3.2 Fee and Income Reporting.....	9
4. Services and Facilities	12
4.1 Required Services and Facilities.....	12
4.2 Performance Standards.....	14
4.3 Operating Season.....	14
4.4 Rate Schedules.....	14
4.5 RV Parking.....	14
4.6 Emergency Evacuation Plan and Ingress/Egress Routes.....	15
5. Operation, Maintenance, Improvements and Construction.....	15
5.1 Operations and Maintenance.....	15
5.2 Condition of Property.....	16
5.3 Utilities	16
5.4 Improvements and Construction.....	17
6. General Provisions.....	22
6.1 Indemnification and Insurance.....	22
6.2 No Right to Encumber.....	24
6.3 Estoppel Statement.....	24

Table of Contents (Continued)

6.4	Default, Insolvency, Remedies.....	24
6.5	Assignment.....	26
6.6	Park Closure.....	27
6.7	Compliance.....	27
6.8	Public Access.....	27
6.9	Safety Program.....	27
6.10	Accident Reporting.....	28
6.11	Complex Occupancy.....	28
6.12	Pest Control and Plant and Animal Salvage.....	28
6.13	Advertising and Media Releases.....	28
6.14	Notices, Current Addresses and Points-of Contact.....	29
6.15	Equal Opportunity Employment Requirements.....	30
6.16	Immigration Reform Act of 1986 (I.R.C.A.).....	30
6.17	Employer Sanctions Law.....	30
6.18	Verification of Employment Eligibility; E-Verify Program; Economic Development Incentives; List of Registered Employers.....	30
6.19	Verification Regarding Compliance with A.R.S. §§ 35-391.06 and 35-393.06, Business Relations with Sudan and Iran.....	31
6.20	Taxes.....	31
6.21	Covenants against Contingent Fees.....	31
6.22	Organization – Employment Disclaimer.....	32
6.23	Waiver.....	32
6.24	Agent, Employees, Contractors, Subcontractors.....	32
6.25	Suspension and Debarment and Executive Orders 12549 and 12689.....	32
6.26	Constants.....	33
6.27	Consents and Approvals.....	33
6.28	Further Assurances; Cooperation.....	33
6.29	No Third Party Beneficiaries.....	33
6.30	Data Collection.....	33
6.31	Right of Entry.....	33
7.	Entire Agreement; Modification.....	34
8.	Attorney Fees.....	34
9.	Severability.....	346
10.	Force Majeure.....	34
11.	Authority.....	34
12.	Legal Effect of the Agreement.....	34
13.	Delegation of Authority.....	35
14.	Representation and Warranties of County.....	35

Table of Contents (Continued)

15. Counterparts	35
16. Time is of the Essence.....	35
Exhibit 1.2.1 – Complex Site Plan and Legal Description.....	37
Exhibit 1.2.2 – Development Timeline.....	38
Exhibit 1.2.3 – Complex Activities and Parameters	39
Exhibit 2.4 – Furniture, Fixtures and Equipment Subject to Removal	40
Exhibit 3.2.1 – Fee Payment Schedule.....	41
Exhibit 3.2.8 – Monthly Income and Attendance Statement	42
Exhibit 4.2 – Complex Inspection Checklist	43
Exhibit 6.7 – Park Rules.....	44

Use Management Agreement

Between

Maricopa County

And

Comment [t3]: Formatting of the entire Agreement may vary based upon specifics of the ITN, on-going discussions with the selected Proposer, current legal guidelines, statutes, etc. This serves as a basic foundation for construction of the final Agreement.

Comment [t4]: Insert name of Proposed Project

**For the Management, Operation, Maintenance and Improvement of the _____
Located at Lake Pleasant Regional Park**

This Use Management Agreement hereinafter referred to as "Agreement," is entered into between Maricopa County, a political subdivision of the State of Arizona (hereinafter referred to as "County," and _____ (hereinafter referred to as "Concessionaire"). The County and the Concessionaire are collectively referred to as "Parties" or individually as a "Party."

Comment [t5]: Insert name of Proposed Project

RECITALS

WHEREAS, the County is authorized to enter into this Agreement pursuant to A.R.S. §§§11-201, 11-251 and 11-933; and

WHEREAS, the Recitals by this reference shall be incorporated herein and made a part of this Agreement;

WHEREAS, the County, through an agreement with the Bureau of Reclamation ("Reclamation") (9-07-30-L0298) dated June 30, 1990, became entitled to use of the lands described as a recreational park and related facilities. This land is currently known as Lake Pleasant Regional Park; and

WHEREAS, while Reclamation is not a signing party to this Agreement, but as landowner of Lake Pleasant Regional Park has a vested interest in the activities conducted thereon, the County will obtain all necessary approvals from Reclamation regarding the construction and management of the Complex located at Lake Pleasant Regional Park. Reclamation has committed to provide timely and expeditious review of all such matters and its approval will not be unreasonably withheld. In addition, Reclamation will notify the County of any issues involving the Concessionaire and the County will communicate such to the Concessionaire; and

WHEREAS, pursuant to the Land Patents or management rights, the County is authorized to enter into direct agreements with the Concessionaire to develop, construct, manage, operate, maintain and improve recreational facilities and amenities in accordance with the Master Plan, a plan developed and approved by the Maricopa County Parks and Recreation Department and Maricopa County for long range planning, ("Master Plan") for Lake Pleasant Regional Park; and

WHEREAS, the County believes the public interest can best be served by contract operation of the resort and Commercial Property at Lake Pleasant Regional Park which comprises a portion of the Maricopa County Regional Parks System; and

WHEREAS, this Agreement is the result of a solicitation released by Maricopa County Parks and Recreation Department, (Invitation to Negotiate Serial 12-01-ITN – Lake Pleasant Regional Park – Resort (Area 2 and 3) and Commercial Property on April 16, 2012; and

WHEREAS, the Parties agree the intent of this Agreement is solely for the development, operation, maintenance, management and improvement of the Complex and is not intended to convey any interests in any property rights, except those specifically provided for in this Agreement; and

AGREEMENT

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements hereinafter contained, the County and the Concessionaire agree as follows:

1. General Terms.

1.1 Incorporation of ITN.

The Concessionaire agrees the ITN Serial 12-01-ITN and the response by the Concessionaire to the ITN are incorporated and made part of this Agreement. To the extent of any conflict between the provisions of the ITN Response and this Agreement, the provisions of this Agreement shall supersede and control.

1.2 Scope.

1.2.1 Lake Pleasant Regional Park.

The County hereby grants the Concessionaire the exclusive right to develop, operate, manage, maintain and improve a public recreational facility to be known as _____ ("Complex") located at Lake Pleasant Regional Park and, subject to the terms of this Agreement, will provide additional recreational opportunities to the public. The site plan of the Complex (the "Site Plan") is attached hereto as **Exhibit 1.2.1 – Complex Site Plan and Legal Description**. Proposed changes, modification or improvements will be concurred with by the County in writing.

Comment [t6]: Name of Complex/Facility would be inserted into the final Agreement.

1.2.2 The Parties intend that the Complex will be operated year- around. However, operations will be determined by market conditions and prudent business practices, and will include the amenities described in **Exhibit 1.2.1 - Complex Site Plan and Legal Description** as further outlined in **Exhibit 1.2.2 – Development Timeline**.

1.2.3 The scope of operations for this Complex will focus on such activities as, but not limited to:

- A. _____; and
- B. _____; and
- C. _____.
- D. See **Exhibit 1.2.3 – Complex Activities and Parameters** for a representative list of operations and operational parameters that are appropriate under this Scope of Operations.

Comment [t7]: Specifics will be inserted into the final Agreement.

1.2.4 Marketing.

- A. Parties shall choose the name or names to be used to market the Complex.
- B. The Concessionaire will inform the County of major media releases prior to release. Parks' Public Information Officer ("PIO") will receive a copy of all press releases and media distribution within a reasonable time prior to being released.

1.3 Development.

1.3.1 The Complex includes the following facilities or amenities: _____ . Development will be in accordance with the guidelines outlined in **Exhibit 1.2.1 - Complex Site Plan and Legal Description** as further outlined in **Exhibit 1.2.2 – Development Timeline**. A copy of As-Built Plans will be available for retention at the Complex and to be kept there at all times.

Comment [t8]: Specifics will be inserted into the Agreement.

1.3.2 The elements and features of the Complex are subject to change by the Concessionaire to accommodate changes in the marketplace; changes in federal or state statutes or policy; changes dictated by planning and permitting guidelines; changes dictated by opposition to any proposed development; the inability to obtain utility services or materials to operate any proposed element of the Complex; and the need to remodel and renovate features. Variations from the concepts contemplated by the Site Plan (**Exhibit 1.2.1 - Complex Site Plan and Legal Description** as further outlined in **Exhibit 1.2.2 – Development Timeline**) of this Agreement shall be subject to the review and concurrence, in writing, by the County. Any changes to the Complex as contemplated in this section and other sections contained within this Agreement shall comply with the requirements of the pertinent land patent(s), Management Agreements and the Lake Pleasant Master Plan and any approved amendment thereto.

1.3.3 It is also the intent of the County, with the County involved in the decision process, to provide the Concessionaire the flexibility necessary regarding the phasing of future development and improvements unless otherwise stipulated in the Agreement. Anticipated or encountered development or improvement delays will not preclude the Concessionaire from beginning development of a subsequent development or improvement in order to ensure that the maximum recreational opportunities will be available to the public.

2. Term and Termination.

2.1 Effective Date.

The effective date of this Agreement will be the date executed by the Maricopa County Board of Supervisors (the "Effective Date").

2.2 Contract Year.

Contract Year 1 of this Agreement will be from the Effective Date through December 31, 20____. Subsequent Contract Years will be from January 1st through December 31st.

Comment [t9]: Appropriate year will be inserted into the Agreement.

2.3 Term and Renewal Option.

The term for this Agreement will be for a period of approximately _____ years (Effective Date – December 31, 20____ (the "Term") with renewal options not to exceed _____ years ("Renewal Option"). Approval of the Renewal Option shall be at the sole discretion of the County and the Parties hereby agree that the County shall not be liable to the Concessionaire or any of its officers, employees, agents or contractors at law or in equity for not approving the Renewal Option. Terms and provisions of this Agreement are subject to modification at the time of exercising the Renewal Option. If the Renewal Option is not exercised, termination of the Agreement shall be December 31, 20____.

Comment [t10]: Term and Renewal Options will be spelled out in the Agreement; however, will not exceed the Term of the 1990 Recreational Management Agreement.

2.4 Ownership of Improvements upon Expiration or Termination.

Subject to the property removal rights reserved to the Concessionaire in this provision, upon the Expiration Date or termination of the Agreement, the County shall retain ownership of all real property, fixtures, items, equipment and improvements, including all appurtenant and accessory

buildings that may or may not be on a foundation, used in support of the Complex unless otherwise stated in this Section. The Concessionaire will have the right to remove all of its personal property from the Complex for up to a period of sixty (60) days from the Expiration Date or termination of this Agreement. In addition, the Concessionaire shall be entitled to remove the items from the Complex as described in **Exhibit 2.4 – Furniture, Fixtures and Equipment Subject to Removal** for a period of up to sixty (60) days from the Expiration Date or termination of this Agreement. Any property of the Concessionaire not removed within the sixty (60) day period shall be deemed to have been abandoned by the Concessionaire and the County may use it or dispose of such property in any fashion it may deem desirable. Upon the Expiration Date or termination of this Agreement, the Concessionaire also shall be obligated to remove all garbage and debris, including inoperable or obsolete equipment, from the Complex. The Concessionaire shall have no obligation to demolish, raze or remove any improvements included in the Complex. The Concessionaire shall be solely responsible for paying any and all reasonable costs incurred by the County to remove any property, garbage or debris required to be removed by the Concessionaire hereunder which the Concessionaire fails to remove within the time herein described.

2.5 Termination due to Conflict of Interest.

The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

2.6 Termination for Cause.

This Agreement may be terminated in whole or in part, at any time, by the County, upon sixty (60) days prior notice to the Concessionaire without any penalty or liability to County. Concessionaire and its employees, agents, officers, directors, members, successors, or assigns hereby waive any and all rights to bring any claim against County or its employees, agents, officers, directors, members, successors or assigns from or relating in any way to County's termination of this Agreement pursuant to this **Section 2.6**. Representative reasons for "cause" include, but are not limited to:

2.6.1 For any reason the real property reverts back to the agency from which the respective patent was received.

2.6.2 For any reason the real property is no longer useful for recreational purposes.

2.6.3 New requirements make a continuation of the Agreement infeasible.

2.7 Termination by the Parties.

This Agreement may be terminated without cause with mutual agreement of both Parties. The Party requesting the termination must submit its request, in writing, a minimum of one hundred eighty (180) days in advance of the requested termination date. Said request for termination will be sent to the intended other Party by U.S. Postal Service, certified, return receipt requested. Delivery will not be complete until the U.S. Postal Service has notified the sender the request as been delivered to the other Party or the other Party refuses delivery.

2.8 Hold Over.

Should the Concessionaire, with the consent of the County, continue to provide the services described herein after the expiration of the Term, without having entered into a subsequent Agreement of like nature and content to this Agreement, such continued service shall be deemed a hold over of the licensed facility on a month-to-month basis, not to exceed a period of six (6) months, with all of the terms and conditions of this Agreement to continue in full force and effect. If the Parties have not entered into a new agreement by the end of the six (6) month period, the Agreement will expire or terminate.

3. Accounting and Fees.

3.1 Accounting Records.

- 3.1.1 The Concessionaire will maintain an accounting system which conforms to the Generally Accepted Accounting Principles (GAAP) and which accurately reflects the results of the entire operation of the Complex. These financial records will be retained for a seven (7) year period from the current Contract Year. These financial records will be made available for inspection or audit by county, federal, or state government, their agents or employees once per Contract Year.
- 3.1.2 Within ninety (90) days of the end of each Calendar Year (January 1 through December 31), the Concessionaire, at its own expense, will prepare and submit to County an Annual Financial Report (AFR) reflecting the income and expenses, as well as balance sheet, of the entire operation of the Complex for the Calendar Year just completed. The financial statements shall be reviewed by Certified Public Accountant prior to submittal. This report will include a statement that the amounts shown in the financial report are consistent with those included by the Concessionaire's federal and state income tax returns relating to the operation of the Complex. If these are not the same, a statement explaining any differences will be included. If the Concessionaire's books, records and other documents relevant to this Agreement are not sufficient to support and document fiscal activity, the Concessionaire will, within thirty (30) days of the auditor's report, make payment to the County for any amounts not adequately supported and documented. Fees associated with the cost of preparing the AFR will be the responsibility of the Concessionaire.

3.2 Fee and Income Reporting.

3.2.1 Monthly Administrative Fees.

During the term of this Agreement, the Concessionaire will pay the County a Monthly Administrative Fee as outlined in **Exhibit 3.2.1 – Fee Payment Schedule**.

3.2.2 Capital Improvement Fund.

Beginning ninety (90) days after completion of Contract Year , the Concessionaire will be required to set aside percent (%) of the monthly Adjusted Gross Receipts as hereinafter defined, of the prior month for the establishment of a Capital Improvement Fund for Contract Years . Subsequent Capital Improvement Fund contributions will be as stated in the Renewal Option. For purposes of this Agreement, Adjusted Gross Receipts = Gross Revenue minus Exclusions as defined in this section. If planned Capital Improvement Fund expenses exceed current amounts in said Fund, the Concessionaire, with the County approval, may consider expending necessary funding from sources to be identified by the Concessionaire and apply this amount to future Capital Improvement Fund required contributions.

Comment [t11]: Will be stipulated in the Agreement.

A. Gross Revenue as used in this Agreement means and is defined as follows:

Comment [t12]: This will be tailored to the specific type complex in the Agreement.

- (1) The total amount of annual revenue recognized by Concessionaire in accordance with the Generally Accepted Accounting Principles (GAAP) from the sale of goods, wares, advertising, services or room rentals, lodging related fees or other recreation amenity fees.
- (2) Revenues from Special Events, such as entry fees and exhibitor fees, less the cost of holding those events that is in addition to regular operating costs.

Event costs shall include the cost of prizes, food and beverage provided as part of the entry fee.

- (3) Fees from casual equipment sales, i.e. clothing, targets, ammunition.
- (4) Fees collected from outside advertising.
- (5) Revenues received from outside vendors.
- (6) Fees collected for additional services, i.e. internet/WiFi services if not part of the routine lodging fees.

Comment [t13]: This will be modified based on the final agreement as to the reporting of revenue and the percentage to be received by the County, i.e. reported as part of gross revenue of the Concession or is there a separate accounting/pymt to County by the 3rd Party?

B. Gross revenue excludes the following:

Comment [t14]: This will be tailored to fit the specific Complex in the Agreement.

- (1) Gross revenue shall not include the amount of any tax imposed upon the Concessionaire or upon the consumer and regardless of whether or not the amount of tax is stated to customers as a separate charge, or any state or local sales, transaction privilege or use taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser.
- (2) Sales from Parks and Recreation Department merchandise available on consignment through the Concessionaire.
- (3) Such part of the sales price of any property previously sold and returned by the purchaser to the Concessionaire which is refunded by the Concessionaire by way of cash or credit allowances given or taken as part of payment by the Concessionaire.
- (4) The value of any merchandise, supplies or equipment exchanged or transferred from or to other business locations of the Concessionaire.
- (5) Receipts in the form of refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers or manufacturers.
- (6) Receipts from the sale or the trade-in of any furniture, trade fixtures or equipment used on the Complex and owned by the Concessionaire.
- (7) The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers.
- (8) The amounts of any discounts given to the Concessionaire's employees.
- (9) Special event costs, e.g. food, prizes. This does not include normal operating/concession expenses.

3.2.3 Maintenance Fund.

Beginning ninety (90) days after completion of Contract Year 1, the Concessionaire will be required to set aside ten percent (10%) of the combined annual Adjusted Gross Receipts (See Section 3.2.2 for the definition of Adjusted Gross Receipts.) Payments will remain at ten percent (10%) annually. The Concessionaire retains control of the Maintenance Fund; however, County retains the option to audit the Maintenance Fund deposits and expenditures and concur with the expenses from the Maintenance Fund. If maintenance expenses exceed current amounts in said Maintenance Fund, the Concessionaire, with the

County approval, may consider expending necessary funding from sources to be identified by the Concessionaire and apply this amount to future maintenance required contributions.

3.2.4 Utility Fees.

Invoices received directly by the Concessionaire from the Utility Provider are payable within the time specified on the invoice. Invoices received from the County are payable not later than thirty (30) days of the invoice date. The County will charge, for utilities it provides, i.e. water, at the going municipal rate. If the Due Date is on a Saturday, Sunday or legal holiday, payment will be due by close of business of the first day following the Saturday, Sunday or legal holiday.

3.2.5 Late Payment Fee.

A Late Payment Fee shall be ten percent (10%) of the invoiced amount or amount due. Invoiced late fees are due County within twenty (20) days of the date of the invoice. Should the County's Due Date fall on a Saturday, Sunday or legal holiday, then said Due Date shall be at the close of business on the first day thereafter which is not a Saturday, Sunday or holiday.

3.2.6 All fee payments due County will be sent to:

Maricopa County Parks and Recreation Department
Attn: Accounts Receivable
234 N. Central Avenue, Suite 6400
Phoenix, AZ 85004

3.2.7 Failure to pay required fees shall be considered a breach of this Agreement. In the event of litigation to enforce this provision (collection or default), the County is entitled to recover its attorney's fees and costs in such proceedings.

3.2.8 Monthly Income and Attendance Statements.

A Monthly Income and Attendance Statement (a form accepted by the Parties to be used to report Adjusted Gross Receipts) will accompany the Monthly Administrative Fee. (See **Exhibit 3.2.8 – Monthly Income and Attendance Statement**) The form is due the County not later than the 15th of the month following, i.e. January income statement is due the County not later than February 15th and will be mailed to:

Maricopa County Parks and Recreation Department
Attn: Contract Administrator
234 N. Central Avenue, Suite 6400
Phoenix, AZ 85004

3.2.9 The County has the right to audit payment records received for timeliness and accuracy a minimum of once per Contract or Calendar Year. Any fees determined to be due County will be invoiced to the Concessionaire with payment due within twenty (20) days as outlined in the provisions above. Should the Due Date fall on a Saturday, Sunday or legal holiday, then said Due Date shall be at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday. Overpayment to County will be credited to the Concessionaire during the next billing period or fee payment period with an invoice acknowledging overpayment.

- 3.2.10 Users of the Complex will be required to pay the established Park Entrance Fee upon entrance into the Park. These fees will be paid directly to Parks and will not be considered for determination of Gross Revenue.

4. Services and Facilities.

4.1 Required Services and Facilities.

- 4.1.1 The Concessionaire is required to provide the services, facilities and amenities outlined in this Agreement unless prevented from doing so as a result of the failure to get the permits required by **Section 5.4** of this Agreement and approvals after diligent attempts or by events of Force Majeure (defined in **Section 10**). In addition to the requirements of **Section 5.4** of this Agreement, the Concessionaire must obtain prior approval from the County, in writing, for any substantial deviation from the Required Services and Facilities. Subject to **Section 5.4** of this Agreement, additional recreational services or facilities may be provided, at the discretion of the Concessionaire, to preclude obsolescence, to improve marketability, or conform to changing tastes; however, these services or facilities shall require prior written approval of the County.

4.1.2 Optional Services or Facilities and Limitations.

Comment [t15]: This will be tailored to the type Complex in the Agreement.

A. Concession sales.

- (1) Glass beverage containers are not permitted to be sold or used in the Complex.
- (2) All food concession operations will be operated in accordance with applicable laws and regulations pertaining to food handling, licensing, permitting and staff training.
- (3) Alcoholic beverages may not be served.
- (4) Merchandise sales may be conducted; sales will be reported as Gross Revenue.

B. Catering for groups using the Complex.

- (1) Operation of catering services will be in accordance with all applicable laws and regulations pertaining to food handling, licensing, permitting and staff training.
- (2) All costs and expenses associated with the overall catering operation will be the responsibility of the Concessionaire.

C. Equipment sales, rental and repair in support of activities.

D. Special Events.

- (1) Within the scope of the RFP, the Concessionaire is authorized to add additional amenities and activities ("Special Events") based upon market analysis and business judgment. The Concessionaire shall be responsible for obtaining all required licenses, permits and payment of all fees associated with all activities conducted. The addition of activities, i.e. gun shows will require notification to County for comment, in writing, prior to being implemented.

- (2) The Concessionaire may host Special Events. Special Events, by definition, will be considered events to promote community service programs and will include such events as kid's camps, beginner clinics, scholarship and activity programs for low income individuals and school groups, to include "special pricing days", where a percentage of fees collected would be dedicated to fund such programs as the scholarship program. Fees charged by the Concessionaire for Special Events will be reported as part of the Adjusted Gross Receipts as outlined in **Section 3.2**. Special Events will be coordinated with the Park Supervisor or Regional Superintendent.
- (3) The Concessionaire may invite outside vendors to support Special Events through the sale of vendor products. The Concessionaire assumes all liability for outside vendors and shall require outside vendors to carry insurance in an amount and coverage as agreed to by the Maricopa County Risk Manager. The County will be listed as "Additional Insured" on each Certificate of Insurance required.
- (4) Outside vendors in support of Special Events are responsible for obtaining their own required licensing, permits, liability and property insurance, payment of appropriate taxes and income reporting. The County shall not be liable for the failure of vendors to comply with these obligations. It is the responsibility of the Concessionaire to ensure the outside vendors are aware and comply with these requirements and the Concessionaire or the County reserves the right to remove from the Complex any vendor who is not in compliance with these requirements.
- (5) If any tents, trailers, shelters, recreational vehicles or other temporary facilities are erected by vendors in support of Special Events, they may remain occupied on the Complex overnight; however, the Estrella Mountain Park Supervisor must be notified of any and all vendors who will be staying overnight prior to the Special Event in order for said overnight vendors to be notified in the event of emergency notification or evacuation. Overnight parking of vendor tents, trailers, shelters, recreational vehicles or other temporary facilities will be allowed for Special Events only. The Concessionaire shall indemnify and hold harmless County, its successors in interest and assigns, from any liability, damage, expenses, costs or attorneys fees incurred arising from any and all claims as a result of the action or inaction of the Concessionaire or any of its agents, contractors, vendors, officers, employees, assigns, designees or invitees due to the rights granted to the Concessionaire pursuant to the terms of this Agreement or as a result of any negligent act or omission by the Concessionaire or any of its agents, contractors, vendors, officers, employees assigns, designees or invitees.
- (6) The Concessionaire will assist in arranging security for vendors and their vehicles that remain on the Complex overnight. The County assumes no liability for any vendor vehicles, equipment or merchandise located on the Complex. The Caretaker/Park Host will not be assigned the additional responsibility for security of vendor vehicles, equipment or merchandise.

4.2 Performance Standards.

- 4.2.1 The Concessionaire shall furnish services as stated in this Agreement in a diligent, professional and creditable manner satisfactory to the County in compliance with all applicable statutes, laws, ordinances, rules and regulations. An annual evaluation will be made of the quality of operation and maintenance of the Complex and of compliance with all terms of this Agreement to determine if there are areas of deficiency to be addressed and corrected. The Concessionaire shall give full cooperation to the County in this evaluation process. (See **Exhibit 4.2 – Complex Inspection Checklist**)
- 4.2.2 The County shall furnish services as stated in this Agreement in a diligent, professional and creditable manner satisfactory to the Concessionaire. The Concessionaire is given the opportunity to evaluate the County, on an annual basis, as to compliance with all terms of this Agreement to determine if there are areas of deficiency to be addressed and corrected. The County shall give full cooperation to the Concessionaire in this evaluation process. The Concessionaire will be responsible for the development of an Inspection Checklist agreed to by the County in writing.
- 4.2.3 Maricopa County encourages sustainable environmental practices through policies, procedures and contractual agreements. The Concessionaire shall work to procure commodities, services and facilities that protect and enhance the overall environment in a diligent, professional and creditable manner within reasonable fiscal constraints. Practices should include LEED design and construction, water conservation practices and recycling programs.

4.3 Operating Season.

Within ninety (90) days of the start of each Contract Year, the Concessionaire will submit to the County an annual operating schedule showing the intended hours and days of operation. The Concessionaire may modify that schedule, based on their prudent business judgment; however, shall provide County notice, in writing, of such changes thirty (30) days prior to becoming effective. Such approval by County shall not be unreasonably withheld. The Parties intend that the Complex shall be open to the general public a reasonable number of hours per week throughout the operating season.

4.4 Rate Schedules.

Within ninety (90) days of the start of each Contract Year, the Concessionaire will submit to the County an annual rate schedule showing the prices, rates and charges of all goods and services. The Concessionaire may modify that schedule, based on their prudent business judgment; however, shall provide County notice, in writing, of such changes thirty (30) days prior to becoming effective. Such approval by County shall not be unreasonably withheld. The Concessionaire will post, and at all times keep on public display, the prices, rates and charges of all goods and services, as well as the acceptable forms of payment.

4.5 RV Parking.

The Concessionaire may designate a portion of the parking area for general public, day use, recreational vehicle parking. Overnight, occupied RV parking for public use, will be permitted on the Complex as part of the Special Events only of which notification of such will be given to the Regional Superintendent in conjunction with the Lake Pleasant Regional Park Supervisor. The Concessionaire may charge a fee for overnight, Special Event RV parking of which all fees charged will be reported on the Monthly Income Statement. (See **Exhibit 3.2.8 – Monthly Income and Attendance Statement**) All RV's will be self-contained. Additional RV parking may be coordinated with the Lake Pleasant Regional Park Supervisor of which the occupants will pay the County the established

Comment [t16]: This Section may be removed or modified depending on the type of Proposed project.

overnight parking/camping fee. No overnight RV parking will be permitted except during Special Events (inclusive of security for the Special Event).

4.6 Emergency Evacuation Plan and Ingress/Egress Routes.

The Concessionaire will be required to adopt and post at the Complex an Emergency Evacuation Plan ("Emergency Evacuation Plan") including identification of primary and secondary ingress and egress routes. The Concessionaire shall train all employees and volunteers of the Complex regarding the details of the Emergency Evacuation Plan. The Concessionaire shall train new employees and volunteers within fourteen (14) days of their date of hire or working on the concession site. The Concessionaire shall, within sixty (60) days of the Effective Date, be required to provide, as a minimum, the name and phone numbers of a primary and secondary point-of-contact to be notified in event of an evacuation. The Concessionaire shall update the point-of-contact list as required and provide a copy of the list to the Lake Pleasant Regional Park Supervisor.

5. Operation, Maintenance, Improvements and Construction.

5.1 Operations and Maintenance.

5.1.1 The Concessionaire agrees to maintain the Complex in order to guard against disrepair. A Maintenance Plan, not inclusive of the Capital Improvement Fund will be presented to the County for its review and comment; with expenditure approval made by the Concessionaire based on prudent business practices. Expenditures shall be consistent with the provisions as outlined in this Section. The Concessionaire will be responsible for funding of all costs described in the Maintenance Plan.

- A. By definition, a Maintenance Plan is a document outlining the items or areas of repair and the estimated cost of said items or repair to be accomplished during the upcoming Contract Year.
- B. By definition, maintenance is those activities that are completed to retain or restore an area, facility or piece of equipment in or to an acceptable condition. Maintenance as used in this Section does not refer to daily or routine maintenance or areas of improvement, construction or maintenance meeting the definition of Capital Improvement.

5.1.2 The Concessionaire will coordinate with the Lake Pleasant Regional Park Supervisor and Maricopa County Parks' Maintenance Supervisor for the development of a preventive maintenance schedule of all facilities, buildings, appliances, etc. so as to minimize repair resulting from lack of the said schedule. The Concessionaire is responsible for all preventive maintenance costs. The Concessionaire, within ninety (90) days of the Opening Date, in coordination with Maricopa County Parks' Maintenance Section, will develop a Preventative Maintenance ("PM") Checklist incorporating the Concessionaire's PM responsibilities pertaining to the Complex. The Concessionaire is responsible for all costs associated with PM responsibilities and can expend from Maintenance Funds designated for routine maintenance. By definition, the Opening Date is the date the Complex, or part of, initially opens to the public.

5.1.3 Structure Maintenance and Repair.

- A. The Concessionaire is responsible for maintenance and repairs of all structures, facilities or amenities, currently or in the future, within, or associated with the Complex unless otherwise stated in this Agreement.

- B. Maintenance and repair will include, but not limited to, all buildings, structures, facilities, landscaping, parking lots, roads and road and trail networks, fencing, gates, benches, tables, support equipment, shade structures, eating areas, restrooms, offices, retail areas, HVAC systems and water, electric and septic/sewer lines, meters, telephone lines, fax lines and their components required for delivery of said utility, from the point of connecting to the County's infrastructure or from the point of connection provided by the utility provider unless otherwise stated in this Agreement.
 - C. Maintenance includes, but is not limited to: routine painting, patching, repair of vandalism, repairs due to fair wear and tear and replacement of signage required for such things as Complex operation and advertising. The Park Supervisor and Regional Superintendent, in coordination with Maricopa County Parks' Engineering Manager will review all signage as it pertains to style, color, lettering and advertising unless otherwise mandated by policy or regulations and for its compliance with the County's signage policy.
- 5.1.6 The Concessionaire shall be required, at Concessionaire expense, to obtain all required permits and licenses necessary for any planned improvements or repairs required for operations or maintenance.
- 5.1.7 The Concessionaire shall provide, at its own expense, all equipment, furnishings and supplies necessary to fulfill its obligations under the terms and conditions of this Agreement. Examples of expenses, equipment and supplies, include, but are not limited to, such things as: utilities; repair of structures or equipment for which the Concessionaire is responsible, i.e. HVAC, toilet fixtures; signage; costs associated with Special Events; maintaining of storage containers.
- 5.2 Condition of Property.

The Concessionaire agrees to accept the property "as is" on which the Complex will be developed and will be operated from in its condition as of the Effective Date. The County does not imply or provide any warranty with respect to the physical aspects of the Complex except as set forth herein.

5.3 Utilities.

5.3.1 Utility Easements.

- A. The County will retain the right to establish access or utility easements through the Complex provided, however, the County will not unduly interfere with the Concessionaire's use of the Complex.
- B. Reasonable notice will be provided to the Concessionaire and such installation of utilities will be coordinated with the Concessionaire.
- C. Relocation of any existing utilities or additional utilities requested by the Concessionaire will be coordinated with and approved by the County and the Concessionaire. The County and the Concessionaire will review who will be responsible for incurred costs to include, but not limited to design, permitting, construction and maintenance. Before any project can move forward, this section must be reviewed, agreed upon and forecasted in the project plan.

Comment [t17]: This section will be modified based on the Proposal. The intent is that the Proposed Concessionaire is responsible for costs associated with the installation of all utilities and will be responsible for costs associated with usage.

5.3.2 Conservation Measures.

Water and electrical conservation measures will be incorporated into all planning, development and operations by Concessionaire.

5.3.3 Design, permitting, construction costs and associated fees for additional utilities required by the Concessionaire will be at the expense of the Concessionaire. The Concessionaire is responsible for submitting and obtaining the approval of all plans and permits from the appropriate permitting authorities. Maricopa County Parks and Recreation Department shall be given the opportunity to comment on all plans prior to submission to the appropriate planning and permitting authorities.

5.4 Improvements and Construction.

5.4.1 All Plans for improvements and construction must be submitted to all appropriate permitting agencies with jurisdiction for approval in accordance with any applicable statutes, rules, codes or ordinances. The Concessionaire is responsible for the identification of and obtaining of all required permits and licenses for improvements and construction.

5.4.2 All Plans will be reviewed by MCPRD. The Concessionaire will be responsible for the submission of Concept Plans, Preliminary Plans, Final Plans and As-Built Plans, at a scale acceptable to the required permitting agencies, for all improvements and construction projects. These plans will be submitted to all required permitting agencies for review, comment and written approval or issuance of a final permit for a specific improvement or construction activity. The Concessionaire shall provide the County a courtesy copy of all plans for review and opportunity to comment. Plans shall comply with all applicable federal, state and local rules, regulations and ordinances including, but not limited to, health, building, zoning, fire and safety codes, all applicable environmental statutes, regulations and ordinances, the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, the Uniform Federal Accessibility Act of 1983 and the Arizona Native Plant Law. Preliminary cost estimates will be prepared. *No improvements or construction may commence until approval or final permit is granted by the agencies with jurisdiction over the improvement or construction project.* With the exception of initial improvements, subsequent improvements or construction projects which cost less than _____ thousand dollars (\$ _____) (20____ Constant as defined in **Section 6.26**) to complete and do not alter structural elements of existing improvements, may be undertaken by the Concessionaire without prior approval of the County so long as all permits required for the completion of the work are obtained.

Comment [t18]: Specifics will be inserted into the final Agreement.

5.4.3 The Concessionaire acknowledges that it may be required to obtain licenses, permits or other approvals from government agencies other than Maricopa County. It is the Concessionaire's sole responsibility to determine the permitting agency and comply with all applicable licensing and permitting requirements and to obtain all necessary governmental approvals.

5.4.4 The Concessionaire will be responsible for all costs associated with the planning, design, permitting, construction and completion of all stated requirements, improvements or construction projects unless otherwise stated in this Agreement.

5.4.5 The Concessionaire agrees to schedule and conduct any improvements or construction activity on the Complex in a manner that minimizes hazards and inconvenience to the public.

5.4.6 Historic and Archeological Resources.

Comment [t19]: This Section may be modified based upon actual site selection.

The County has no knowledge of the presence within the boundaries of the Complex of any artifacts, antiquities, human remains or other items of archeological, scientific or cultural interest which would impede development of the Project. However, the Concessionaire shall take all reasonable and necessary precautions to protect and preserve any and all antiquities or other objects of archeological, paleontological, cultural, historic or scientific interest on County lands within the Complex. These objects include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects and other artifacts. Should such suites or objects, or evidence of sites or objects, be discovered, the Concessionaire shall:

- A. Immediately suspend all work involving the area in question, make a reasonable effort to protect such discovery and advise the County of the existence of such discovery.
- B. The Concessionaire shall immediately provide a verbal notification to the County of the discovery of human remains on County lands.
- C. The Concessionaire shall forward a written report of their findings to the County by certified mail.
- D. The Concessionaire will, in the event of the Concessionaire's findings have the area inspected to determine its historical significance and the appropriate actions to follow (e.g. salvage, test excavations, and resumption of construction). Cost of any salvage work will be borne by the County. All objects salvaged from public lands are the property of the United States Government and will be turned over to County for disposition.

5.4.7 As-Built Plans.

As-Built Plans shall be provided upon completion of the improvement or construction project. As a minimum, an electronic copy of As-Built Plans shall be submitted to the County within sixty (60) days of the completion date of the improvement or construction project. A copy of As-Built Plans will be retained on-site at the Complex.

5.4.8 During the planning and development phases, the Concessionaire shall provide all plans and pertinent information (e.g., UL information) to the permitting authorities that will help to clarify permitting and approval issues.

5.4.9 Capital Improvement Fund.

- A. See **Section 3.2.2 - Capital Improvement Fund.**
- B. The Concessionaire will name the Capital Improvement Fund. The Concessionaire shall direct the investment of those funds.
- C. The Concessionaire will provide annual reports to the County showing fund activity, including bank statements. Upon the Expiration Date or termination of this Agreement, any funds left unencumbered for current capital improvements shall be divided equally between the Concessionaire and the County.
- D. Beginning with Contract Year and within ninety (90) days after the end of each Contract Year thereafter, the Concessionaire will provide to the County, for its review and written approval, an Annual Capital Improvement Plan for the ensuing year. This Plan will include a budget which details any planned

Comment [t20]: Applicable Contract Year will be inserted into the Agreement.

expenditures from the Capital Improvement Fund. In the event the County and the Concessionaire disagree on the proposed capital expenditures for any Contract Year, then the determination of the County shall control so long as it is consistent with the provisions of this Section.

- E. The Capital Improvement Fund will only be expended for new capital improvements or major maintenance and repair of existing facilities, structures and other improvements which substantially extend the useful life of existing facilities, structures and other improvements, to include those that will overall benefit Lake Pleasant Regional Park. Capital expenditures may include non-expendable equipment, major renovation projects and acquisition and development of areas and facilities of a substantial nature. The Capital Improvement Fund will not be used for on-going operating expenditures or routine maintenance. With the County approval, items considered appropriate for Range Improvement expenditure may include:

- (1) Major repair or replacement of fencing or roofing;
- (2) Demolition of existing improvements;
- (3) Any work commonly considered a capital repair or replacement;
- (4) Major renovation projects and development or redevelopment of areas or facilities.
- (5) Facility or amenity renovation or expansion.

5.4.10 Environmental Compliance.

A. Air Quality.

- (1) The Concessionaire, at the Concessionaire's expense, will be responsible for the completion of all applicable environmental studies and for the acquisition of all applicable permits and licenses within the Complex.
- (2) The Concessionaire will be responsible for ensuring compliance with the Maricopa County air, water and waste control regulations as well as any other applicable federal, state and local statutes, regulations and ordinances as they pertain to environmental protection for their areas of responsibility within the within the Complex.
- (3) All costs associated with the permitting, licensing and remaining in compliance with the appropriate air quality regulations and guidelines are the responsibility of the Concessionaire within the Complex.
- (4) The Concessionaire agrees to hold harmless, indemnify and defend the County against any and all claims, demands, actions, penalties, damages, losses, injuries, costs and expenses related to any alleged violation of air quality requirements at the Complex related to the Concessionaire's activities under this Agreement within the Complex.

B. Hazardous and Regulated Materials.

- (1) Management and proper disposal of all hazardous material is the responsibility of the Concessionaire. The Concessionaire must keep appropriate and required documentation relating to the management and disposal of all hazardous material.
- (2) If the Concessionaire's activities result in a release or any adverse environmental impacts, the Concessionaire shall be solely responsible for any and all resulting site assessment, studies, remediation and clean-up costs required to restore the property to its original condition.
- (3) Regulated Use.
 - (i) The Concessionaire has provided to the County as part of the RFP process, a complete list identifying all hazardous material or petroleum products initially to be brought on the Complex. Changes from the published list thereafter will be provided by the Concessionaire to the County in writing. The Concessionaire will keep Material Safety Data Sheets on site for those materials and products.
 - (ii) Additionally, the Concessionaire shall prepare and implement any necessary remediation action plan in accordance with all applicable federal, state, county and city statutes, laws, ordinances, rules and regulations in the event that the Concessionaire causes any contamination of the Complex.
 - (iii) The Concessionaire will report to the County within twenty four (24) hours of knowledge of any event or occurrence at the Complex which may or does result in pollution or contamination affecting lands, water or facilities owned or managed by the County.
- (4) Indemnification.

The Concessionaire shall protect, defend, indemnify and hold harmless the County from and against any and all liabilities, costs, charges and expenses, including civil or criminal penalties, arising out of, or related to, an activity involving or use of a regulated substance under any applicable federal, state, or local environmental laws, regulations, ordinances or amendments thereto because of:

 - (i) Any such substance that came to be located on the Complex due to the Concessionaire's use or occupancy of the Complex after signing of this Agreement; or
 - (ii) Any release, threatened release or escape of any substance in, on, under or from the Complex to the extent that it is caused by any willful conduct, action or negligence of the Concessionaire.
- (5) For the purposes of this Agreement, the term "regulated substances" shall include substances defined as "regulated substances," "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of

1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended in 1986 to include Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws.

- (6) The Concessionaire shall indemnify the County, without limitation, for all claims, penalties, costs, expenses, charges, demands, judgments, settlements or damages arising out of any violations of applicable environmental laws, regulations, ordinances, rules or subdivisions thereof. The environmental indemnities shall survive the expiration or termination of this Agreement and/or any transfer of all or any portion of the Complex operation and shall be governed by the laws of the State of Arizona.
- (7) The Concessionaire agrees to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. Any such hazardous substances must be disposed of pursuant to and in compliance with all required laws and regulations concerning the use and disposal of such substances.

5.4.11 Performance Guarantee.

A. Financing.

Within one hundred eighty (180) days of approval of this Agreement by the Maricopa County Board of Supervisors, the Concessionaire shall provide the County with approved loan documents, letter of credit or other documentation to demonstrate to the County's satisfaction that the Concessionaire has secured adequate financing to complete those projects identified in the ITN Proposal of the Phase I or initial development Concept Plans. Failure to provide such documentation of financial commitment or if such documentation fails to show that the Concessionaire can complete the projects, may result in immediate cancellation of this Agreement by written notice to the Concessionaire.

B. Capital Construction Guarantee.

In addition, within thirty (30) business days of the permitting of construction or notice to the County of moving forward to construct a lesser permitted amount, the Concessionaire shall establish a construction fund of at least eighty percent (80%) of the funds required for preparation and construction of the capital improvements identified in the Concept Plans in lieu of a formal performance bond. During the period of initial construction of capital improvements, eighty percent (80%) of the funds necessary for completion of each respective phase of construction, e.g. Phase I, II or III will at all times remain in the construction fund account. Prior to the release of the funding requirement for Phase I, Phase I shall be complete and an operational recreational amenity capable of providing service to the public and revenue for maintenance and MCPRD fees. If the Phase I or initial construction is not completed by the Concessionaire as set forth within a time mutually agreed upon between the Parties, in writing, funds in the Capital Construction Guarantee account will be forfeited to the County as liquidated damages for non-performance and place the Concessionaire in default. The Concessionaire will provide to the County, through its Parks and

Recreation Department, a monthly statement regarding activities in this account. When the capital improvements as set forth in the on-going construction phase is ninety percent (90%) complete as evidenced by an approximate expenditure of ninety percent (90%) of the funds committed to initial capital improvements, then the requirement to maintain the balance in this account is waived. At the start of each subsequent phase of construction, a new minimum amount will be agreed to, in writing, for the subsequent phase to remain in the construction fund.

6. General Provisions.

6.1 Indemnification and Insurance.

6.1.1 Indemnification.

- A. In addition to the indemnification provisions provided for elsewhere in this Agreement, the Concessionaire shall indemnify and hold harmless the County, its departments, agencies, officers and employees, from and against all claims, demands, judgments, actions, settlements, liens, penalties, damages, losses, injuries, costs and expenses, including attorney's fees and court costs and court costs by third parties in connection with construction, use, operation, expansion and maintenance of facilities at the Complex.
- B. The Concessionaire or any of its contractors or subcontractors shall not have any authority to create any lien against the County for labor, materials, or services furnished by the Concessionaire, its contractors or subcontractors. If, because of any act or omission (or alleged act or omission) of the Concessionaire, any mechanic's, materialman's or other lien, charge or order for the payment of money shall be filed or recorded against the County (whether or not such lien, charge or order is valid or enforceable as such), the Concessionaire shall immediately notify the County. The Concessionaire will, at its own expense, cause the same to be canceled and discharged of record within thirty (30) days after the Concessionaire will have received notice of the filing thereof, or the Concessionaire may, within said period of time, furnish to the County a bond satisfactory to the County against said lien, charge or order, in which case the Concessionaire will have the right in good faith to contest the validity or amount thereof.
- C. The Concessionaire agrees to indemnify and hold harmless the County, its departments, agencies, officers and employees, from and against any and all claims, demands, actions, judgments, settlements, liens, penalties, damages, losses, injuries, costs and expenses, including reasonable attorney's fees, arising out of or in any way caused by or related to any activity, condition or event arising out of the performance or non-performance of the provisions of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the County or any of its departments, agencies, officers, employees or agents.

6.1.2 Insurance.

The Concessionaire shall maintain the following insurance coverage:

- A. Public liability insurance, including bodily injury/property damage, auto liability, Concession Site liability, products and completed operations liability, bailee legal liability and contractual liability, providing limits of no less than one

million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate limits, or evidence of self-insurance acceptable to the County, for injuries or damage received or sustained by any person(s), or property at the Complexes. The insurance policy must include coverage for environmental clean-up and pesticide/herbicide coverage unless documentation is provided by the Concessionaire that this is not available or feasible.

Comment [t21]: Actual values will be dependent upon the proposed project.

- B. The Concessionaire is required to carry Worker's Compensation, if applicable, within statutory limits.
- C. Property insurance in an amount sufficient to rebuild the improvements in case of casualty loss. Concessionaire will be the sole "loss payee" pursuant to such policy and will be entitled to receive and shall be obligated to apply insurance proceeds to repair or reconstruct damaged improvements. Insurance proceeds shall be disbursed pursuant to customary construction lending practices in the Phoenix, Arizona area, as such repair and restoration is made and subject to such procedures as the County may reasonably require monitoring the application of such proceeds.

6.1.3 Additional Requirements.

The County will be named as "additional insured" under all policies of insurance. Copies of all insurance policies or certificates thereof will be made available to the County upon request. Copies of the Certificate of Insurance (COI) will be furnished annually to the County. The County will be given thirty (30) days advance written notice of cancellation of a policy, non-renewal, or change in coverage or limits.

6.1.4 The County reserves the right to revise the minimum required limits of insurance during the term of this Agreement provided the changes are consistent with market conditions, prudent business judgment and industry standards.

6.1.5 The Concessionaire assumes all risk of loss and shall be responsible for any and all losses to the property and all improvements, acquired or developed within the Complex after the Effective Date. Loss to the property may result from, but is not limited to, theft, vandalism, fire and any fire-fighting activities (including prescribed burns), landslides, rising waters, winds, falling limbs or trees and acts of God.

6.1.6 If, prior to commencement of, or during, the term of this Agreement, any property, real or personal, under the control of the Concessionaire or any buildings or improvements or such fixtures or equipment on, below, above, or appurtenant to the Complex at the commencement of the term or thereafter erected, installed or placed thereon shall be destroyed or damaged in whole or in part by any cause except condemnation, the Concessionaire will notify the County immediately. The Concessionaire will immediately secure the area to prevent injury, vandalism or further damage to persons, improvements and contents thereof, and direct its insurer to make any payment to the appropriate Party.

6.1.7 If the destroyed or damaged buildings, improvements, fixtures or equipment are capable of restoration, in the reasonable judgment of the Concessionaire, this Agreement shall continue in full force and effect, except that established fees payable to the County by the Concessionaire, to the extent not covered by insurance, shall be abated to the extent that the damage or restoration interferes with the Concessionaire's operations. The Concessionaire agrees to cooperate in the determination of the abatement or other relief to be provided by furnishing all information requested relative to its operations and permitting examination and audit of all accounting records kept in connection with the

conduct thereof. Unless otherwise agreed to in writing by the County, Minimum Fees will be abated up to _____ percent (____%) for a period not to exceed one hundred eighty (180) days.

Comment [t22]: Amount to be negotiated.

- 6.1.8 The Concessionaire will, as soon after the damage as reasonably possible, apply for all required permits required to restore damaged improvements, and complete restorations within a date mutually agreeable to the Parties. Should such damage or destruction occur within _____ (____) months of this Agreement's scheduled termination date (as the same may be extended) or if the damage destroys in excess of _____ percent (____%) of the value of the Complex as determined by an appraisal by a competent appraiser, then in either of such events, the Concessionaire or the County shall have the option to terminate this Agreement. If this Agreement is terminated pursuant to this provision, any insurance proceeds shall be applied first to remove any damaged or destroyed improvements and second to pay any loans to the Concessionaire secured by its interest in this Agreement or any property covered hereby. The balance of the proceeds shall be divided by the County and the Concessionaire in equal proportions.

Comment [t23]: Areas not completed to be negotiated.

6.2 No Right to Encumber.

- 6.2.1 The Concessionaire shall not encumber its rights under this Agreement including any of the Concessionaire's furniture, equipment and inventory related to operation of its business which is the subject matter of this Agreement, by chattel mortgage, UCC security agreement or other security-type instrument to assure the payment of a promissory note or other obligations of the Concessionaire.

- 6.2.2 The Concessionaire may not mortgage or encumber any improvements whether permanently or non-permanently affixed to the land or any lands upon which the Complex lies unless otherwise stated. The Concessionaire may encumber non-permanently affixed improvements, i.e. storage container, electronic system controls, until such time as the improvement is completed and paid in full to the Contractor by the Concessionaire. Timelines for payment to the Contractor will not exceed the expiration date of this Agreement.

6.3 Estoppel Statement.

Each Party shall, upon not less than thirty (30) days prior to request by the other, promptly execute, acknowledge and deliver to the requesting Party or to their respective lenders a written statement certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates, if any, to which the sums payable hereunder by the Concessionaire have been paid, (c) whether to the knowledge of the County or the Concessionaire, as the case may be, there are then existing any defaults under this Agreement or any defenses or offsets to the payment of charges and, if so, specifying the same, and (d) confirming other provisions of this Agreement. Any such statement delivered pursuant to the foregoing may be relied upon by any prospective purchaser or lender (including assignees) of the Concessionaire.

6.4 Default, Insolvency, Remedies.

- 6.4.1 Default by the Concessionaire.

It shall be a default and breach of this Agreement if any of the following shall occur at any time during the Term:

- A. The Concessionaire shall fail to make payment of any monetary sums specified to be paid by the Concessionaire under this Agreement on or before the date the same shall become due, and such failure shall be continued for a period of twenty (20) days after notice of such default is given to the Concessionaire.
- B. The Concessionaire shall fail to observe or perform any of the Concessionaire's other covenants, agreements or obligations hereunder, and such failure shall continue for a period of thirty (30) days after notice of such default is given to the Concessionaire, provided, however, that if such default is of a nature that it cannot reasonably be cured within said thirty (30) days, then the cure period may be extended by mutual agreement by the Parties, in writing, for such longer time as may be reasonably necessary, so long as the Concessionaire commences to cure failure within said thirty (30)-day period, in good faith and with due diligence, and thereafter diligently and continuously pursues the same to completion; or
- C. If (i) a petition to have the Concessionaire adjudicate a bankrupt or other proceeding under any Federal or State law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors is filed or instituted by the Concessionaire or is filed or instituted against the Concessionaire, debtor, and not be dismissed within ninety (90) days from the date of such filing or institution, or the Concessionaire fails to notify the County of any such filing within twenty (20) days of the filing date of the petition, or (ii) a receiver, guardian, conservator, trustee or assignee, or any other similar officer or person shall be appointed to take charge of all of the property of the Concessionaire, and such appointment is not vacated within ninety (90) days after the date of filing, or (iii) the Concessionaire shall make any general assignment for the benefit of creditors, or (iv) all of the Concessionaire's assets located at the Complex or interest in the Complex is subjected to attachment, execution or other judicial seizure.

6.4.2 County's Remedies on Default.

Upon default hereunder by the Concessionaire, the County shall be entitled to exercise the following remedies:

- A. The County may, at the election of the County, terminate this Agreement by giving the Concessionaire notice of termination. On the giving of the notice of termination, all of the Concessionaire's rights in the Complex and under this Agreement shall terminate. Promptly after notice of termination, the Concessionaire shall surrender and vacate the Complex, and the County may re-enter and take possession of the Complex and eject all parties in possession, or eject some and not others, or eject none. Termination under this Section shall not relieve the Concessionaire from the payment of any sums then due to the County or from any claim for damages previously accrued or then accruing against the Concessionaire. If the Agreement is terminated in accordance with these provisions, the Concessionaire hereby covenants to peaceably and quietly surrender the Complex to the County and to execute and deliver to the County such instruments as shall be required by the County, as will properly evidence termination of the Concessionaire's rights hereunder and its interest herein.
- B. The County may sue for specific performance and/or exercise any other remedy available to the County at law or in equity.

6.4.3 Concessionaire's Remedies.

The County shall be in default under this Agreement if the County fails to perform any of its obligations hereunder and such failure to perform continues for a period of thirty (30) days after written notice thereof from the Concessionaire to the County (unless such failure cannot reasonably be cured within thirty (30) days, in which event the County shall have commenced to cure said breach or failure within said thirty (30) day period and shall diligently pursue cure of the failure or breach to completion to avoid being in default). Should the County be in default pursuant to the terms of this **Section 6.4.3**, the Concessionaire may terminate this Agreement with ninety (90) days written notice to the County. In addition to any rights the Concessionaire may have under this Agreement or at law or in equity by reason of a breach by the County, the Concessionaire may within the thirty (30) day period after written notice, at its option, without waiving any other rights or remedies (including the right to recover damages), incur any reasonable expense necessary to perform the obligation of the County specified in such notice and deduct such expense from the fees or other charges coming due under this Agreement. The Concessionaire may exercise any other remedy available to the Concessionaire at law or in equity.

6.4.4 Dispute Resolution.

- A. Any dispute arising out of or relating to this Agreement shall be submitted to mediation prior to filing an action in the courts. Notice of a dispute must be in writing and provide a summary of the issue that is the subject of the dispute.
- B. The Parties shall confer within thirty (30) days of a Party's receipt of a notice of dispute and decide within ten (10) days after conferring, on a mutually acceptable mediator. If a mutually acceptable mediator cannot be agreed upon within thirty (30) days after conferring, the Parties agree to use a mediator appointed by the American Arbitration Association.
- C. Mediation will be non-binding. The cost of any mediation shall be shared equally by the Parties.
- D. Maricopa County, Arizona shall be the venue for any action filed in the courts to resolve a dispute arising out of or relating to this Agreement.

6.5 Assignment.

6.5.1 The Concessionaire may not assign or subcontract any of the Concessionaire's rights or interests in the Agreement without prior written approval of the County and such approval shall be at the discretion of the County.

6.5.2 In connection with a transfer to an assignee, the County may:

- A. Review the business and management capability of the Assignee;
- B. Require a background survey including financial profile and felony arrest record of the Assignee; and
- C. Require that a financial analysis of the Complex operation, including an appraisal of real property improvement be conducted before approving an assignment of the Agreement; and

- D. Require that the Assignee be a registered non-profit organization or governmental entity.
- 6.5.3 County requests that the Concessionaire provide, with at least ninety (90) days prior, written notice of a sale or transfer of this Agreement so any requested analysis, study and subsequent Board of Supervisor approval can be completed prior to the effective date of the sale or transfer.
- 6.5.4 This Agreement will be binding and inure to the benefit of the Parties, their respective heirs, successors and assigns, whether by agreement or operation of law, as authorized by this Agreement.
- 6.6 **Park Closure.**

The County reserves the right to close any area of the Park, including the area in which the Complex is located, when deemed necessary for public safety and health purposes without any liability to County for any compensation to the Concessionaire for losses, including, but not limited to, lost income, wages or other compensation which may be claimed by the Concessionaire. The County may establish limits of visitation at any portion of the Complex, based on public health and safety, availability of parking spaces, or any other reason deemed by the County to be in the public interest, in the judgment of the County, without any liability to County for any compensation to the Concessionaire for losses, including, but not limited to, lost income, wages or other compensation which may be claimed by the Concessionaire. Prior to taking such action, County will make a sincere attempt to coordinate said actions with the Concessionaire to minimize adverse impact to the Complex operation. By definition, "public interest" is considered any action taken by the County necessary to ensure public safety, health purposes, and safety of park property, curb civil unrest, fire prevention, and possibility of flooding or other natural events which could adversely impact the Park or users thereof, etc.
- 6.7 **Compliance.**

The Concessionaire hereby agrees and shall comply with all applicable federal, state, county and city statutes, laws, ordinances, rules, regulations and instructions, including Maricopa County Parks and Recreation Department's rules and regulations (attached as **Exhibit 6.7 – Park Rules**), in effect now or as may be amended or added, which apply to the development, management, operation and maintenance of the Complex and to keep fully informed of, and in compliance with, any changes or revisions thereto. The Concessionaire shall also pay all taxes, assessments, fees and other expenses of any nature associated with the construction of facilities as well as improvement, management, operation and maintenance of the Complex.
- 6.8 **Public Access.**
 - 6.8.1 The Concessionaire may restrict public access within the Complex during hours of operation and non-operation for reasons of security or health and safety.
 - 6.8.2 The Complex will be open to the public or otherwise enhance public recreational uses. No person shall be denied use of the Complex because of race, sex, age, handicap, disability, color, religion, sexual orientation or national origin. The Concessionaire reserves the right to deny any person use of those portions of the Complex when it reasonably believes that such use poses a direct threat to the health or safety of others.
- 6.9 **Safety Program.**
 - 6.9.1 The Concessionaire shall develop and implement a Safety Program to be submitted within thirty (30) days after the start of the initial Contract Year for County's review and input. The Program shall include a self-inspection of all equipment, facilities and work

processes by qualified concession personnel to verify compliance with established federal, state, county and local safety and occupational health regulations. Changes or amendments to the Safety Program will be submitted to the County as they occur.

- 6.9.2 The Concessionaire is responsible for ensuring that adequate safety measures and personnel are on-site for all events. All activities and events conducted by the Concessionaire will be conducted in conformance with all relevant industry standards and in compliance with all applicable federal, state and local statutes, regulations and ordinances relating to safety.
- 6.9.3 The County will have the authority to immediately suspend any of the Concessionaire's operations if it is determined that there is an imminent risk or threat to the public, employees, or Park staff and to enhance or protect project purposes, resources, health and enjoyment. Such suspension shall remain in effect until the risk or threat has been resolved to the reasonable satisfaction of the County. Such suspension will be without liability to County for any compensation to the Concessionaire for losses, including, but not limited to, lost income, wages or other compensation which may be claimed by the Concessionaire.
- 6.10 Accident Reporting.

The Concessionaire will immediately report to the County any event which results in death, injury, medical transport or requiring medical attention. Reporting will be to the Park Supervisor or the Regional Superintendent in the Supervisor's absence.
- 6.11 Complex Occupancy.
 - 6.11.1 The establishment of a residency, either temporary or permanent, will not be permitted on the Complex or within Lake Pleasant Regional Park.
 - 6.11.2 No equipment or property will be stored outside of the Complex.
- 6.12 Pest Control and Plant and Animal Salvage.
 - 6.12.1 The Concessionaire will be responsible for managing vermin and other pests, including weeds, on all lands and facilities within the Complex.
 - 6.12.2 The Concessionaire is responsible for complying with all training (federal, state, county and local), operational and licensing requirements pertinent to and required for the application of pesticides in Arizona.
 - 6.12.3 Plants and animals that are native to Arizona or the immediate area may not be removed or harmed except with the prior written approval of County. The Concessionaire will be required to salvage and replant all plants within the approved area of development in accordance with accepted practices and standards of the Arizona commercial horticulture industry. More specifically, as part of the plan approval process, a Plant Salvaging Plan will be submitted to the County for review and to the permitting authorities as may be required for approval as part of the permitting process.
- 6.13 Advertising and Media Releases.
 - 6.13.1 Advertisements, signs, circulars, brochures, letterheads and other media or materials shall not misrepresent in any way the accommodations or services provided as pertains to this Agreement. All printed advertising shall include a statement to the effect that the

Complex is being operated as "A Concessionaire of the Maricopa County Parks and Recreation Department."

- 6.13.2 Signs or other advertising posted on County land outside the Complex will be subject to County and any other applicable administrative agency approval as to location, design, size, color and content prior to construction or use. All such signs will comply with all applicable statutes, laws, ordinances, rules and regulations.
- 6.13.3 The Concessionaire is responsible for all costs associated with the planning, permitting, construction, installation and associated utility costs of signs used in support of the Complex.
- 6.13.4 The Concessionaire is authorized to accept advertising from vendors not located ("Outside Vendors") at the Park that desire to advertise their respective business to visitors of the Complex.
- 6.13.5 The Concessionaire is authorized to assess a fee for advertising requested by outside vendors. Advertising revenue generated will be subject to revenue sharing with the County and will be reported as Adjusted Gross Receipts.
- 6.13.6 County, through the Park Supervisor, will actively cooperate with the Concessionaire to facilitate joint advertising of programs and amenities offered by the Concessionaire within the Park, i.e. promotional for local hotels to increase awareness of the park and the Concession. However, such projects shall not interfere or conflict with other advertising or revenue generating opportunities that may become available to Parks.
- 6.13.7 Parks, through its Public Information Officer (PIO) will facilitate advertising, based upon County guidelines, on Parks' website and through the County distribution means.
- 6.13.8 Major Media Releases.

Concessionaire will coordinate media releases with County prior to release. Parks' PIO will receive a copy of all press releases and media distribution.

6.14 Notices, Current Addresses and Points-of-Contact.

All notices required or permitted under this Agreement shall be in writing and given by United States Post Office certified mail, return receipt requested, to each Party's following address, or to such other address as either Party may notify the other in writing. Any such notice shall be considered served when communication is received and signed for or delivery is refused.

For the County:

Maricopa County Parks & Recreation Department
Attn: Contract Administrator
234 N. Central Avenue, Suite 6400
Phoenix, AZ 85004

For the Concessionaire:

Attn: _____

Comment [t24]: Will insert specific contact information.

Notifications required to be made to the Park Supervisor will be made telephonically to: (602) 372-7460.

6.15 Equal Opportunity Employment Requirements.

The Concessionaire shall not discriminate against any employee or applicant for employment because of race, age, handicap, disability, color, religion, sex, sexual orientation or national origin. The Concessionaire shall comply with Title VI and Title VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990, A.R.S. §41-1461 *et. seq.*, A.R.S. §41-1492 *et. seq.*, 29 U.S.C. §721 (Section 504), and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

6.16 Immigration Reform and Control Act of 1986 (I.R.C.A.).

The Concessionaire understands and acknowledges the applicability of the I.R.C.A. The Concessionaire agrees to comply with the I.R.C.A. and Arizona statutes, in the performance of this Agreement and, upon request, permit the County to inspect personnel records to verify such compliance.

6.17 Employer Sanctions Law.

The Contractor warrants that it is in compliance with A.R. S. § 41-4401 and further acknowledges:

6.17.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, Subsection A;

6.17.2 That a breach of a warranty under Subsection A above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

6.17.3 That the contracting government entity retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty provided under Subsection A above and that the Contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;

6.17.4 That nothing herein shall make any Contractor or subcontractor an agent or employee of the contracting government entity.

6.18 Verification of Employment Eligibility; E-Verify Program; Economic Development Incentives; List of Registered Employers.

6.18.1 After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

6.18.2 In addition to any other requirement for an employer to receive an economic development incentive from a government entity, the employer shall register with and participate in the e-verify program. Before receiving the economic development incentive, the employer shall provide proof to the government entity that the employer is registered with and is participating in the e-verify program. If the government entity determines that the employer is not complying with this subsection, the government entity shall notify the employer by certified mail of the government entity's determination of noncompliance and the employer's right to appeal the determination. On a final determination of noncompliance, the employer shall repay all monies received

as an economic development incentive to the government entity within thirty (30) days of the final determination. For the purposes of this subsection:

- A. "Economic development incentive" means any grant, loan or performance-based incentive from any government entity that is awarded after September 30, 2008. Economic development incentive does not include any tax provision under title 42 or 43.
- B. "Government entity" means this state and any political subdivision of this state that receives and uses tax revenues.

6.18.3 Every three (3) months the attorney general shall request from the United States Department of Homeland Security a list of employers from this state that are registered with the e-verify program. On receipt of the list of employers, the attorney general shall make the list available on the attorney general's website.

6.19 Verification Regarding Compliance with A.R.S. §§ 35-391.06 and 35-393.06, Business Relations with Sudan and Iran.

6.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.19.2 The County may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work; termination of the Contract for default; and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 Taxes.

6.20.1 The Concessionaire shall pay taxes of whatever character which may be levied or charged upon:

- A. The Concessionaire's rights under this Agreement; or
- B. Upon the Concessionaire's furniture, equipment or other property; or
- C. Upon the Concessionaire's operations under this Agreement

6.20.2 No leasehold or other real property interest is being created or conveyed upon which tax consequences may exist.

6.21 Covenants against Contingent Fees.

The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business. For breach or violation of this warranty, County shall have the right, as its exclusive remedy, to recover the full amount of such commission, percentage, brokerage or contingency fee.

6.22 Organization – Employment Disclaimer.

- 6.22.1 The Agreement is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or partnership or formal business organization of any kind between the County and the Concessionaire and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 6.22.2 The Parties agree that no persons supplied by the Concessionaire in the performance of obligations under the Agreement are considered to be the County's employees and that no rights of the County's civil service, retirement, or personnel rules apply to such persons.
- 6.22.3 The Concessionaire shall have total responsibility for determining employee eligibility, all salaries, wages, insurance or any type, bonuses, retirement withholdings, worker's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the County harmless with respect thereto.

6.23 Waiver.

The waiver by either Party of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions or provisions of this Agreement. Any failure on the part of either Party to require or exact full and complete compliance with any of the covenants, conditions or provisions of the agreement shall not be construed to, in any manner, change the terms hereof or preclude such Party from enforcing the full provisions of this Agreement.

6.24 Agent, Employees, Contractors, Subcontractors.

The Concessionaire will ensure full compliance with all applicable terms and conditions of this Agreement by its agents, employees and contractors (including sub-contractors of any tier) and their respective employees. Failure or refusal of the Concessionaire or its agents, employees, contractors, sub-contractors or their employees to comply with these terms and conditions will be deemed a breach of this Agreement.

6.25 Suspension and Debarment and Executive Orders 12549 and 12689.

- 6.25.1 The March 2004 OMB Circular A-133 Compliance Supplement pertaining to the U.S.C. Code has been changed. Before November 26, 2003, contractors receiving individual awards for one hundred thousand dollars (\$100,000) or more and all sub-recipients have to certify that the organization and its principals were not suspended or debarred. As of November 26, 2003, when the County enters into a covered transaction with an entity (contracts for goods and services expected to equal or exceed twenty five thousand dollars (\$25,000) and sub-awards to sub-recipients), the Federal Entities are prohibited from contracting with or making sub-awards under covered transactions to Parties that are suspended or debarred or whose principals are suspended or debarred.
- 6.25.2 Effective November 26, 2003, when a Non-Federal Entity (the County) enters into a covered transaction with an Entity at a lower tier, the Non-Federal Entity (the County) must receive verification that the Entity is not suspended or debarred or otherwise excluded. As such, each prospective concessionaire must submit a certification (e.g. certified letter) within sixty (60) days of award that it is not currently under such suspension or debarment. Requirements for suspension and debarment are contained in the Federal codification of the government-wide non-procurement debarment and suspension common rule, which implements Executive Orders 12549 and 12689, Debarment and Suspension.

6.26 Constants.

Whenever a constant is referred to herein (e.g. "2012 Constant" or "measured in 2012 dollars"), the Consumer Price Index for the Metropolitan Area which includes the City of Phoenix published by the U.S. Bureau of Labor Statistics (or the nearest metropolitan area or a comparable index if that index is not published or no longer published) (the "Index") shall be utilized to gauge the inflationary rate to be applied to determine the sum of money in then current dollars that is equivalent to the applicable amount of dollars circa 2012.

6.27 Consents and Approvals.

The Parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Agreement. Whenever the consent, approval or other action of a Party is required under any provision of this Agreement, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a Party unless the provision in question expressly authorizes such Party to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed or conditioned in accordance with the different standard.

6.28 Further Assurances; Cooperation.

Each of the Parties hereto shall execute and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the Parties reflected in this Agreement.

6.29 No Third Party Beneficiaries.

Except as may be otherwise expressly and specifically set forth in this Agreement, no person or entity shall be deemed a third party beneficiary of any of the provisions of this Agreement.

6.30 Data Collection.

The Concessionaire agrees to assist in the collection of data related to recreation uses occurring within the Complex. The County, or its designated representative, will provide the forms on which to collect the data. The Concessionaire will not be required to collect or release data to the County that violates any privacy statutes, regardless of originator, or is of a nature that identifies specific individuals as users of the Complex.

6.31 Right of Entry.

6.31.1 There is reserved to the County and its successors or agents, the right of the officers, agents, employees, licensees, and Permittee's, or the designees of public bodies, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting their rights and the terms and conditions described in and reserved by this Agreement, including the right of physical entry to the area for inspection, monitoring, or any other purpose consistent with any right or obligation of the County under any law or regulation, or for the purposes of surveying Park users and customers at the Complex. Right of entry must be coordinated with the Concessionaire to ensure safe entry and reasonable flow of business.

6.31.2 The County will notify the Concessionaire of any unsatisfactory condition relative to the management, operation and maintenance of the Complex. The Concessionaire shall take immediate action to correct such conditions at the Concessionaire's expense.

- 6.31.3 The Concessionaire authorizes the County, through proper coordination, use of the Complex, for meetings, required training, etc. The County agrees to payment of the established rental fee schedule for the facility used unless otherwise waived, on a case-by-case basis, by the Concessionaire in writing. Excluded from this requirement would be use of the facilities in support of public meetings required in support of Complex operations, improvement or expansion and pre-proposal/pre-coordination meetings in support of Complex operations, improvement, expansion, vendor procurement/coordination or the management/Concessionaire procurement process.

7. **Entire Agreement; Modification.**

This Agreement, together with any supplemental provisions attached hereto, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions or understandings, either oral or written, between the Concessionaire and the County, other than as set forth herein, and those agreements that are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by the Concessionaire and the County. The Concessionaire and the County have reviewed this Agreement and have had the opportunity to have it reviewed by legal counsel.

8. **Attorney Fees.**

If suit or action is commenced to enforce compliance with any term, covenant or condition of this Agreement, including any action undertaken in the context of bankruptcy proceedings, the Party not prevailing shall pay to the Prevailing Party a sum which the trial judge determines is reasonable as attorney fees to be allowed in the suit or action, and court costs, and if appeal is taken from any judgment or decree in the suit or action, the Party not prevailing on the appeal shall pay to the Prevailing Party such further sum as the appellate court shall adjudge reasonable as attorney fees on appeal, and court costs.

9. **Severability.**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. **Force Majeure.**

The occurrence of any of the following events shall excuse performance of such obligations of a Party as are rendered impossible or reasonably impracticable to perform while such continues: strikes; lockouts; acts of God; inability to get materials; governmental restrictions; enemy or hostile governmental action; fire or other casualty; and other causes beyond the reasonable control of the Party obligated to perform (all events of "Force Majeure").

11. **Authority.**

Each Party covenants and warrants to the other Party that: (a) it is duly authorized to execute this Agreement; and (b) the execution of this Agreement has been duly authorized by the Applicable Party.

12. **Legal Effect of the Agreement.**

This Agreement is terminable only in accordance with the express and specific provisions hereof. This Agreement does not create a leasehold estate and County shall at all times remain the title holder of the real property.

13. **Delegation of Authority.**

The Department Director, Maricopa County Parks and Recreation Department, is authorized to conduct required administrative actions as may be necessary to carry out the spirit and intent of the Agreement.

14. **Representation and Warranties of County.**

14.1 County represents and warrants to the Concessionaire that the following statements are true, correct and complete:

14.1.1 The County has complete and full authority to execute this Agreement and to grant to Concessionaire the rights contemplated by this Agreement. All governmental actions required to be taken by the County to authorize execution of this Agreement by the County and performances by the County of its obligations hereunder have been taken and this Agreement is binding upon and enforceable against the County in accordance with its terms;

14.1.2 To the best of the County's knowledge, there are no lease agreements, maintenance contracts, service agreements or other contracts of any nature which pertain to, cover or affect the Complex except as disclosed in this Agreement.

14.2 In the event of a breach of a representation or warranty as set forth herein, the Concessionaire shall notify the County of same and deliver to the County such information as is necessary to enable the County to remedy the breach. The Concessionaire shall cooperate with the County to remedy the breach.

15. **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.

16. **Time is of the Essence.**

Time is of the essence of this Agreement. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday.

DATED this _____ day of _____, 20____.

Comment [t25]: The appropriate year will be inserted.

**MARICOPA COUNTY
BOARD OF SUPERVISORS**

Comment [t26]: Concessionaire's Signature

Chairman Date

By: Date

ATTEST

Clerk of the Board Date

Approved as to Form:

Attorney for Maricopa County

EXHIBIT 1.2.1 – COMPLEX SITE PLAN AND LEGAL DESCRIPTION

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 1.2.2 – DEVELOPMENT TIMELINE

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 1.2.3 – COMPLEX ACTIVITIES AND PARAMETERS

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 2.4 – FURNITURE, FIXTURES AND EQUIPMENT SUBJECT TO REMOVAL

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 3.2.1 – FEE PAYMENT SCHEDULE

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 3.2.8 – MONTHLY INCOME AND ATTENDANCE STATEMENT

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 4.2 - COMPLEX INSPECTION CHECKLIST

(Specifics to be inserted upon development of the final Agreement)

EXHIBIT 6.7 – PARK RULES

(Park rules to be inserted upon development of the final Agreement)

EXHIBIT C – PROPOSAL PROCESS

1. Instructions for Preparing the Proposal.

- 1.1 Respondents are to provide one (1) original hard copy of their Proposal.
- 1.2 Respondents are to provide three (3) CDs in pdf format.
- 1.3 Proposers are to address Proposals, identified with title and return address, to:

Maricopa County Parks and Recreation Department
Attn: Contract Administrator
234 N. Central Avenue, Suite 6400
Phoenix, Arizona 85004

- 2. All Proposals must be submitted in the format identified in the ITN.
- 3. The Maricopa County Board of Supervisors reserves the right to reject any and all Proposals.
- 4. Respondents are not entitled to recover any Proposal preparation costs or other costs or damages.
- 5. Copies of the ITN may be obtained from the County at Maricopa County Parks and Recreation Department, 234 N. Central Avenue, Suite 6400, Phoenix, AZ 85004 or by downloading from Parks' website at www.maricopa.gov/parks.
- 6. All Proposals are to be sealed, signed, and marked: **Lake Pleasant Regional Park Commercial Development – Resort and Commercial Property; Serial 12-02-ITN**. All inquiries relative to this Solicitation should be directed to Contract Administrator, Maricopa County Parks and Recreation Department, 234 N. Central Avenue, Suite 6400, Phoenix, Arizona 85004, (602) 506-3998
- 7. Proposal Process and Timelines.
 - 7.1 Inquiries.

Should there be a discrepancy, omission, or any questions pertaining to the ITN, notify the Parks and Recreation Department's Contract Administrator in writing, at the address below, **not later than 8 - days prior to the date for receiving Proposals**. As such, the latest date and time for submitting requests for addenda shall be on **September 13, 2012 at 3:00 p.m. (Arizona Time)**. **Maricopa County or Parks is not bound by any oral statements or representations**. All questions concerning the interpretation of this document shall be in writing and addressed to:

Maricopa County Parks and Recreation Department
Attn: Contract Administrator
234 N Central Avenue, Suite 6400
Phoenix, AZ 85004

Exhibit C – Proposal Process (Continued)

7.3 Respondents must submit a proposal by **3:00 p.m. (Arizona Time)**, on **September 21, 2012** for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

7.4 Award of Agreement.

7.4.1 Maricopa County Parks and Recreation Department's Contract Administrator will select a Proposal Evaluation Committee consisting of individuals familiar with this type ITN and will include representation from outside Parks.

7.4.2 The Proposal Evaluation Committee will review the Proposals based on the following evaluation criteria:

Evaluation Criteria	Maximum Points
Completeness of the Proposal	50
Response to ITN Provisions	25
Respondent's References	25
Respondent's Qualifications	350
Strength of Proposal	100
Experience with "Like" Concessions (Development, Operation, Management and Maintenance)/General Background Information; Demonstration of Environmental Excellence	250
Financial	350
Financial Strength (Develop, Operate and Improve – to include evaluation of pro-forma)	200
Proposed Revenue Share to County	150
Concession Specifics	600
Type Concession	100
Initial Amenities/Development – Fulfill Scope of Work/Timelines	200
Future Amenities/Development – Fulfill Scope of Work/Timelines	200
Services Provided	100
Other	150
Overall Value Assigned for Such Factors as Previous Performance with County; Oral Presentation, Evaluator's Impression of Proposal/Respondent , etc.	150
Total Points Available	1,500

7.4.3 The Proposal Evaluation Committee may select one (1) primary Proposal, along with any "Add Alternate Proposals" for Parks and Recreation Department staff to negotiate and finalize the Agreement. Under no circumstances shall multiple awards be made for the same type Concession or concession theme. The estimated timeline for completion of review of the Proposals and any Respondent presentations is within forty five (45) days of submission of the Proposals.

Exhibit C – Proposal Process (Continued)

- 7.4.4 The Proposal Evaluation Committee makes a recommendation to the Director, Maricopa County Parks and Recreation Department as to the primary and any “Add Alternate Proposals to be considered for final award. The estimated timeline for completion of the recommendation and Director’s concurrence or rejection is within sixty (60) days of submission of the Proposals. At that time the selected Respondent will be notified in writing and development of the formal Agreement will commence.
- 7.4.5 The proposed timeline of completion of the formal Agreement, culminating with the Maricopa County Board of Supervisors’ approval is one (1) year from selection as the successful Respondent. Failure on the part of the successful Respondent to continue negotiations in good faith, i.e. perceived delays in responding back with comments to a proposed draft agreement, could result in termination of further negotiation. If this were to occur, the successful Respondent would be notified in writing.
- 7.4.6 Upon the approval by the Maricopa County Board of Supervisors of the final Agreement, Add Alternate(s) will be notified on their non-selection. If the County and the successful Respondent fail to reach a final agreement, discussions may begin with the Add Alternate(s).

EXHIBIT D – GENERAL BACKGROUND INFORMATION

Please provide general background information on the Respondent's firm. Be sure to include such information as years in business; type services performed; size (personal and financial investment); location of business; identification of businesses similar to the one proposed; and other pertinent information that would be of interest to the Proposal Evaluation Committee.

Include up to three (3) other successful public projects of similar scope.

Include up to three (3) other successful private projects of similar scope.

Include experiences where you demonstrated excellence in environmental protection and conservation, principles, methods and techniques. Include knowledge of environmental laws as they pertain to the operation of the proposed project.

EXHIBIT E – IDENTIFICATION OF PERSONNEL

Identification of key personnel that would be involved in any resultant agreement. Please include names, addresses, phone numbers, fax numbers, e-mail and title/position.

EXHIBIT F - REFERENCES

List three (3) governmental agencies or private firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history. References to be listed should be those in which you have conducted similar business with as for the concession you have proposed.

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT G – FULFILL SCOPE OF WORK REQUIREMENTS

Provide a response indicating how Respondent will fulfill requirements of the Scope of Work, or how Respondent will meet specifications. Include in your response reference to a proposed fee schedule payable to the County; and development timeline if different from what is outlined in the ITN. (Refer to **Exhibit A – Scope of Services/Work/Specifications** and Section entitled **Timeline Requirements**) Include specifically the areas of interest; state specifically what facilities are to be considered and proposed timelines for construction or phasing of the project; provide concept plans of the overall project.

EXHIBIT H – FINANCIAL PLAN

Identify your proposed financing plan as to how the Concession will be developed, operated, maintained and improved upon. Provide preliminary documentation that support the internal availability of equity funds to finance any portion of your Proposal not financed with debt. Identify possible lenders and terms; and audited financial statements from the Proposer and joint venture partners.

EXHIBIT I – EXPERIENCE

Respondent's experience in providing the services, or goods for which submitting a proposal. Provide a 1- 2 page summary and operational plan which includes, but not limited to, overall operations, services to be provided, staffing and organizational chart. This Exhibit should be structured so the Proposal Evaluation Committee has a clear understanding how your proposal will be structured, operated, staffed and services provided.

EXHIBIT J – DEBARRED/SUSPENDED

Confirmation that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

Provide detailed information of any type of litigation, claims, judgments or government investigations (previous or pending) involving any principal, participant, individual financial backer or investment group, or legal business entity associated with this Proposal.

EXHIBIT K – OTHER INFORMATION

Any other information deemed relevant or important for the County to consider.

ATTACHMENT A

RESPONDENT'S NAME: _____
ADDRESS: _____

P.O. ADDRESS: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
WEBSITE: _____
REPRESENTATIVE: _____
REPRESENTATIVE E-MAIL: _____

BY SUBMISSION AND ACCEPTANCE OF THE TERMS AND CONDITIONS AS STATED THROUGHOUT THE INVITATION TO NEGOTIATE, I AGREE TO PARTICIPATE IN MARICOPA COUNTY PARKS AND RECREATION DEPARTMENT'S PROCUREMENT PROCESS PERTAINING TO COMMERCIAL DEVELOPMENT AT LAKE PLEASANT REGIONAL PARK. I RECOGNIZE THAT PARTICIPATION IS VOLUNTARY AND THAT I AM NOT OBLIGATED TO PARTICIPATE IN THE OPPORTUNITY PRESENTED, BUT WILL DO SO ON MY AGENCY'S MISSIONS, DESIRES AND PRUDENT BUSINESS DECISIONS. IT IS RECOGNIZED THAT BASED ON FORMAL ACCEPTANCE OF A USE MANAGEMENT AGREEMENT ("AGREEMENT") EXECUTED BY THE MARICOPA COUNTY BOARD OF SUPERVISORS AND MY AGENCY, I WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS AS STATED IN THE AGREEMENT.

RESPONDENT'S SIGNATURE

DATE

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Proposal, that the Proposal will be incorporated into a binding Agreement. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT THE RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT USE MANAGEMENT AGREEMENT'S TERMS AND CONDITIONS LOCATED AS EXHIBIT B TO THIS ITN AND AGREES TO BE CONTRACTUALLY BOUND BY THE TERMS AND CONDITIONS AS OUTLINED IN THE FINAL AGREEMENT WHEN EXECUTED BY THE MARICOPA COUNTY BOARD OF SUPERVISORS.

☐ Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

/_____
FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

LAKE PLEASANT OVERVIEW MAP

Map Published Separately – Displays the location of the Park Headquarters/Operations Center

Lake Pleasant Regional Park

Overview

